

# **YOLO COUNTY HOUSING**

## **AGENDA**

### **REGULAR MEETING**

**July 26, 2017**

**4:00 p.m.**



**YOLO COUNTY HOUSING**  
HOUSING COMMISSION

WILL ARNOLD  
ANGEL BARAJAS  
MARK JOHANNESSEN  
PIERRE NEU  
HELEN MACLEOD THOMSON  
KAREN VANDERFORD  
JENNIFER WIENECKE-FRIEDMAN

**BOARD OF SUPERVISORS CHAMBERS**

625 COURT STREET, ROOM 206  
WOODLAND, CALIFORNIA 95695

LISA A. BAKER  
CHIEF EXECUTIVE OFFICER

HOPE WELTON  
AGENCY COUNSEL

## **Reminder: Please turn off cell phones.**

### **CALL TO ORDER**

1. Pledge of Allegiance.
2. Consider approval of the agenda.
3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

### **CLOSED SESSION**

4. Conference with Labor Negotiator: Lisa A. Baker, CEO; Janis Holt, Resource Administrator; Hope Welton, Agency Counsel  
  
Bargaining Units: General; Management

### **PRESENTATIONS**

5. Presentation of New Staff Members: Jacob Echavarria, Maintenance Worker II; Angelina Bravo, Office Assistant II; Mary Nieves, Office Assistant I.
6. Presentation of New Temporary Staff: Gina Slaughter, Temporary Housing Specialist; Brenda Archer, Temporary Office Assistant II and Carmen Quintero, Temporary Finance Specialist I.
7. Presentation of Public Housing Rent Calculation Specialist Certification to Vannesa Andrade, Housing Specialist II

### **CONSENT AGENDA**

8. Approval of Minutes from the meeting of June 28, 2017
9. Review and Approve YCH Final 2017 Capital Fund Award and Direct the Chief Executive Officer to Execute the 2017 Capital Fund Annual Contributions Contract (ACC) with HUD (Ichtertz)

10. Review, Approve and Adopt Resolution Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC Along with Lease Schedules and Escrow Agreement and Authorizing the CEO to Execute.

### **REGULAR AGENDA**

11. Review and Approve YCH Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Holt)
12. Review and Approve Proposed Collective Bargaining Agreement with the General Unit of the International Brotherhood of Teamsters, Local 856 (Holt and Baker)
13. Review, Approve and Adopt Resolution Adopting New Debt Policy for YCH (Gillette and Baker)
14. Receive Verbal Report from CEO on OMS Migrant Center Contracts
15. Receive comments from CEO
16. Receive comments from Commissioners

### **ADJOURNMENT**

Next meeting is August 23, 2017

I declare under penalty of perjury that the foregoing agenda was posted by July 21, 2017 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board of Yolo County Housing, 147 West Main Street, Woodland, California.
- On the Yolo County website: [www.yolocounty.org](http://www.yolocounty.org).

Julie Dachtler, Clerk of the Board

By: \_\_\_\_\_  
Clerk

### **NOTICE**

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Yolo County Housing  
c/o Clerk of the Board of Supervisors  
County of Yolo  
625 Court Street, Room 204, Woodland, CA 95695

**Yolo County Housing**  
**Meeting Date:** 07/26/2017

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**8.**

**Information**

**SUBJECT**

Approval of Minutes from the meeting of June 28, 2017

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**Attachments**

Att. A. Minutes

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**Form Review**

Form Started By: Julie Dachtler  
Final Approval Date: 07/21/2017

Started On: 07/21/2017 09:05 AM

# Yolo County Housing Yolo County, California

June 28, 2017

## MINUTES

The Yolo County Housing met on the 28th day of June, 2017, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 4:00 p.m.

Present: Angel Barajas; Mark Johannessen; Pierre Neu; Karen Vanderford; Jennifer Wienecke-Friedman

Absent: Will Arnold; Helen Thomson

Staff Present: Lisa Baker, CEO  
Hope Welton, Agency Counsel  
Janis Holt, General Managing Director  
Julie Dachtler, Clerk

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.

Minute Order No. 17-30: Approved agenda as submitted.

MOTION: Wienecke-Friedman. SECOND: Neu. AYES: Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Arnold, Barajas, Thomson.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

## PRESENTATIONS

4. Presentation: Recognition for Two Family Self-Sufficiency Graduates - Shalonda Jones and Vera Ivanova

Janis Holt, General Managing Director, presented the recognition for two Family Self-Sufficiency Graduates - Shalonda Jones and Vera Ivanova, who could not be in attendance.

5. Presentation: Youth Leadership Program at Yolano-Donnelly Learning Center

Ricardo Lopez presented the Youth Leadership Program at Yolano-Donnelly Learning Center.

6. Presentation: Certificate of Appreciation to Gina Johnson for the "Coins for Carts" Program

Janis Holt, General Managing Director, presented the Certificate of Appreciation to Gina Johnson for the "Coins for Carts" Program, who could not be in attendance.

7. Presentation: HUD National High Performer Public Housing Program

Janis Holt, General Managing Director, presented the HUD National High Performer Public Housing Program.

8. Presentation: HUD National High Performer Housing Voucher Program

Janis Holt, General Managing Director, presented the HUD National High Performer Housing Voucher Program.

9. Presentation: New Employee, Jacob Echavarria, Maintenance Worker II

Presentation of new employee, Jacob Echavarria, Maintenance Worker II, was continued to a future meeting, as he could not be in attendance.

### **CONSENT AGENDA**

Minute Order No. 17-31: Approved Consent Agenda Item Nos. 10-12.

MOTION: Barajas. SECOND: Neu. AYES: Barajas, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Arnold, Thomson.

10. Approval of Minutes from the meeting of May 24, 2017

Approved the minutes from the meeting of May 24, 2017 on Consent.

11. Review and Approve Write Off of Tenant Accounts Receivable for FY 2016-2017 (Dogias, Holt, Gillette)

Approved recommended action on Consent.

12. Review and Approve Proposed Revised Wage Range for Lead Senior Maintenance Worker (Ichtertz, Holt)

Approved recommended action on Consent.



## REGULAR AGENDA

13. Review and Approve Revisions to YCH Mandatory Water Restrictions (Ichtertz, Holt)

Minute Order No. 17-32: Approved recommended action.

MOTION: Neu. SECOND: Barajas. AYES: Barajas, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Arnold, Thomson.

14. Review and Approve Position Description and Wage Range for Lead Client Services Coordinator and Update the YCH Organizational Chart Accordingly (Holt, Baker)

Minute Order No. 17-33: Approved recommended action.

MOTION: Wienecke-Friedman. SECOND: Vanderford. AYES: Barajas, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Arnold, Thomson.

15. Review, Approve and Adopt Resolution Authorizing the 2017-2018 Annual Operating Budget for YCH (Gillette, Baker)

Minute Order No. 17-34: Approved recommended action by **Resolution No. 17-07**.

MOTION: Wienecke-Friedman. SECOND: Vanderford. AYES: Barajas, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Arnold, Thomson.

16. Receive comments from CEO Baker

CEO Baker announced the Cottonwood refinance closed for the New Hope CDC, with the bank agreeing to remove rent restrictions. In addition, they signed energy upgrade contracts for this property. City of Woodland Community Block Grant funds are being used to replace/repair the stairway at this property. It was also noted that all three contracts have been signed for construction of solar arrays all across the county. Groundbreaking occurred yesterday on the West Beamer housing project in Woodland. Finance Director Jim Gillette gave a brief update on the energy improvements loan at the Cottonwood property, noting that going forward, only one audit will be needed (none for New Hope), which is good news. Facilities Director Fred Ichtertz updated the Commissioners on the status of the El Rio Villa well in Winters. Lisa Baker also spoke about the Summer Meals and the Tana Summer Session Programs.

17. Receive comments from Commissioners

Commissioner Barajas spoke of the recent Mercy Housing event, the groundbreaking at 180 W. Beamer Street, Woodland. The City is excited about this property being able to offer low income housing and the services that will be provided.

**ADJOURNMENT**

Next meeting is July 26, 2017

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Mark Johannessen, Chair  
Yolo County Housing

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Julie Dachtler, Clerk  
Yolo County Housing

**Yolo County Housing**

**9.**

**Meeting Date:** 07/26/2017

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**Information**

**SUBJECT**

Review and Approve YCH Final 2017 Capital Fund Award and Direct the Chief Executive Officer to Execute the 2017 Capital Fund Annual Contributions Contract (ACC) with HUD (Ichtertz)

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**Attachments**

Staff Report

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**Form Review**

Form Started By: Julie Dachtler  
Final Approval Date: 07/21/2017

Started On: 07/21/2017 09:52 AM



## ***Yolo County Housing***

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:** July 26, 2017

**TO:** YCH Housing Commission

**FROM:** Lisa A. Baker, Chief Executive Officer

**PREPARED BY:** Fred Ichtertz, Facilities Director

**SUBJECT: Receive and Approve YCH Final 2017 Capital Fund Award Amount and Direct the Chief Executive Officer to Execute the 2017 Capital Fund Annual Contributions Contract (ACC) Amendment with HUD.**

### **RECOMMENDED ACTIONS**

That the Housing Commission approves YCH Final 2017 Capital Fund Award Amount and Direct the Chief Executive Officer to Execute the 2017 Capital Fund Annual Contributions Contract (ACC) Amendment with HUD.

### **BACKGROUND / DISCUSSION**

On April 19, 2017, YCH Commission held a public hearing and approved the proposed FY 2017 Capital Fund Plan (CFP).

The proposed FY 2017 CFP was based on the actual final 2016 Award Amount of \$741,046. Because of HUD not knowing what the Actual Award Amount for the current FY will be until July 1<sup>st</sup> of the current FY, each PIH agency are to submit their proposed FY Capital Fund Plan using the previous FY Final Award Amount.

In July, when the Final Award Amount are released, each PIH agency are to adjust their CFP that was submitted in April either up or down based on their final award numbers.

Our Final FY 2017 CFP Award Amount is \$799,787, an increase of \$58,741 from our FY 2016 Final Award Amount of \$741,046. This increase takes into consideration the age of our buildings and sites and, also includes a 3% bonus because of our High Performer Status.

Adjustments have been made to several Budget Lines within the 2017 CFP based on our final actual award amount. Please see table on next page for comparison between the proposed April 19, 2017 CFP (2016 CFP award amount) and adjusted final actual award 2017 CFP amount.

*We Build Community*

CFP Funds	Proposed 2017 CFP Budget Line Amounts based on 2016 Actual Award Amount as of April 19, 2017	2017 CFP Adjusted Budget Line Amounts based on Actual 2017 Awarded Amount as of July 1, 2017	Difference between April 19, 2017 CFP and July 1, 2017 Awarded CFP Amount
1406 Operations	\$148,209.00	\$159,957.00	\$11,748.00
1408 Management Improvements	\$30,000.00	\$32,000.00	\$2,000.00
1410 Administration	\$74,104.00	\$79,978.00	\$5,874.00
1430 Fees and Costs	\$40,000.00	\$40,000.00	\$0.00
1450 Site Improvement	\$256,735.00	\$295,854.00	\$39,119.00
1465.1 Dwelling Equipment - NE	\$4,100.00	\$4,100.00	\$0.00
1475 Nondwelling Equipment	\$20,000.00	\$20,000.00	\$0.00
1501 Debt Service	\$167,898.00	\$167,898.00	\$0.00
Amount of Annual Grant:	<b>\$741,046.00</b>	<b>\$799,787.00</b>	<b>\$58,741.00</b>

### **FISCAL IMPACT**

None.

### **CONCLUSION:**

Staff recommends that the Housing Commission approves YCH Final 2017 Capital Fund Award Amount and Direct the Chief Executive Officer to Execute the 2017 Capital Fund Annual Contributions Contract (ACC) Amendment with HUD.

**Meeting Date:** 07/26/2017

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**Information**

**SUBJECT**

Review, Approve and Adopt Resolution Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC Along with Lease Schedules and Escrow Agreement and Authorizing the CEO to Execute.

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**Attachments**

Staff Report

Revised Staff Report

Att. A. Resolution

Att. B. Lease Agreement

Att. B. Revised Schedule A-1

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**Form Review**

Form Started By: Julie Dachtler

Started On: 07/21/2017 02:49 PM

Final Approval Date: 07/21/2017



## ***Yolo County Housing***

**Lisa A. Baker, Chief Executive Officer**

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: July 26, 2017  
TO: YCH Housing Commission  
FROM: Lisa A. Baker, CEO  
SUBJECT: **Review, Approve and Adopt Resolution Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC Along with Lease Schedules and Escrow Agreement and Authorizing the CEO to Execute**

### **RECOMMENDED ACTIONS:**

That the Housing Commission:

- 1) Review, approve and adopt the Resolution authorizing the agreement and debt schedules; and
- 2) Authorize the CEO to execute the required financing documents.

### **BACKGROUND / DISCUSSION:**

In 2013, YCH set out to improve energy efficiency and take advantage of the Energy Performance Contract financing program through HUD for its public housing sites. Since that time, this initial plan has morphed into a portfolio-wide program with three basic structures:

1. **Solar Arrays:** Financed with debt repaid monthly utility cost (discussed in detail below)
2. **HUD EPC:** Lighting and water conservation improvements on public housing sites financed with debt repaid by the savings generated by the improvements (discussed in a separate report).
3. **Non-HUD:** Lighting and water conservation improvements to non-HUD properties financed with a combination of debt and reserves repaid by the savings generated by

the improvements (discussed in a separate report).

Siemens Industry, Inc. helped YCH to secure a \$587,701 Multifamily Affordable Solar Housing (MASH) grant through PG&E and an equipment loan from PNC bank at 3.18% fixed rate over 15 years plus 12 months of construction. This loan will be secured by the equipment, rather than the land or improvements; because of this, HUD has confirmed that Section 30 approval is not required by them. These are the final transaction documents to move forward with the solar arrays for Yolano-Donnelly, El Rio Villas and Riverbend Manor.

The electricity generated from these systems on a monthly basis will be allocated and credited on each tenant's PG&E bill. Such savings will then be billed to each tenant with that money going to fund the monthly note payments.

On May 24, 2017, the Commission voted to approve the PNC proposal, along with the MASH grant from PGE and the Installation Contract with Siemens. These are the final financing documents to execute the transaction.

**FISCAL IMPACT:**

The income from the energy produced and billed to the tenants will be used to fund the debt service payments and operating costs.

**CONCLUSION:**

Staff recommends that the board authorize the CEO execute to the final version of the financing as outlined in the attachments.

Attachments: Resolution

PNC Lease Purchase Documents and Schedules





## ***Yolo County Housing***

**Lisa A. Baker, Executive Director**

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: July 26, 2017

TO: YCH Housing Commission

FROM: Lisa A. Baker, Chief Executive Officer

SUBJECT: **Revisions to Attachments for Item 10 Regarding Repayment Schedules in the Master Equipment Lease-Purchase Agreement**

### **RECOMMENDATIONS:**

That the Housing Commission receive and review the revised schedule A-1 Lease Payment Schedule.

### **BACKGROUND/DISCUSSION:**

Staff discovered an error in the original A-1 Payment Schedule and contacted PNC for a correction. The attached revised Schedule A1 corrects those errors. The revised schedule conforms to the cash flow analysis presented to the Commission at its meeting of May 24, 2107.

### **Fiscal Impact:**

None

### **Conclusions:**

Staff recommends that the Housing Commission receive and review the revised schedule A-1 Lease Payment Schedule.

**Attachments:** Lease Payment Schedule A-1

*Working together to provide quality affordable housing and community development services for all*

YOLO COUNTY HOUSING  
RESOLUTION NO. 17-\_\_\_\_\_

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE COUNTY OF YOLO AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO AND ESCROW AGREEMENT FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

**WHEREAS**, the Housing Authority of the County of Yolo (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, the governing body of the Lessee (the "*Commission*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of Energy Conversion Project including but not limited to ground mounted solar arrays, water conservation measures provided by Siemens Industry, Inc (collectively, the "*Equipment*") on the terms herein provided; and

**WHEREAS**, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC, as lessor (the "*Lessor*"), substantially in the proposed form presented to the Commission at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease and a separate Escrow Agreement substantially in the proposed form presented to the Commission at this meeting; and

**WHEREAS**, the Commission deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease and an Escrow Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:**

*Section 1.* It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

*Section 2.* The form, terms and provisions of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Chief Executive Officer, The General Director or the Finance Director of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, each Escrow Agreement relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$2,901,575.00; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 16 years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease and related Escrow Agreements on the terms and conditions herein provided and to be provided in each such Lease.

*Section 3.* The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, each Lease Schedule and each Escrow Agreement.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**EFFECTIVE DATES:** This Resolution shall take effect from and after the date of its adoption.

**PASSED AND ADOPTED,** by the Housing Commission of the Housing Authority of the County

of Yolo, State of California, this 26<sup>th</sup> day of July, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mark Johannessen, Chair  
Housing Commission of the  
Housing Authority of the County of Yolo  
Approved as to Form:

By \_\_\_\_\_  
Hope Welton, Agency Counsel

Attest:  
Julie Dachtler, Agency Clerk  
Housing Commission of the  
Housing Authority of the County of Yolo

By \_\_\_\_\_

# MASTER EQUIPMENT LEASE–PURCHASE AGREEMENT

Dated as of July 28, 2017

This Master Equipment Lease-Purchase Agreement (this “*Master Lease*”) is made and entered into by and between PNC Equipment Finance, LLC (“*Lessor*”) and the Lessee identified below (“*Lessee*”).

Lessee: Housing Authority of the County of Yolo

## 1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

## 2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) “*Lease*” means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) “*Lien*” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) “*Equipment*” means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) “*Escrow Agreement*” means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) “*Escrow Fund*” means the fund of that name established pursuant to an Escrow Agreement. (f) “*Schedule*” means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

## 3. LEASE TERM.

The term of each Lease (“*Lease Term*”) commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee’s payment and performance in full of all of Lessee’s obligations under such Lease.

## 4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments (“*Rent Payments*”) in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a “*Payment Schedule*”). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor

(“*Legally Available Funds*”) in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. LESSEE’S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1. In order to provide financing to pay the costs to acquire and install the Equipment (“*Purchase Price*”) as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2. Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor (“*Funding Conditions*”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor’s Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs has been paid; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee’s counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee’s governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“*Location*”) by Equipment suppliers (“*Suppliers*”) selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4. If an Event of Default occurs prior to Lessee’s acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such

Event plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5. To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

6. RESERVED.

7. NO WARRANTY BY LESSOR.

**LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor (subject only to any claims by HUD under a Declaration of Trust) a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable



by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

### 13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### 14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as lender loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy

and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service (“IRS”) in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor’s determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee’s consent. Any such assignee or lien holder (an “Assignee”) shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor’s obligations under the applicable Lease. An assignment or reassignment of any of Lessor’s right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a

written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

#### 19. EVENTS OF DEFAULT.

For each Lease, "*Event of Default*" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

#### 20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases for the rest of the term in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

## 21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

## 22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "*State*").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

## 23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease, any Escrow Agreement or any related document. "*Claims*" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed

or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

## 26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

## 27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

## 28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

## 29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

## 30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be complaint with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

Housing Authority of the County of Yolo,  
*as Lessee*

PNC Equipment Finance, LLC,  
*as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
147 W. Main Street  
Woodland, CA 95695

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
995 Dalton Avenue  
Cincinnati, OH 45203



## LEASE SCHEDULE NO. 206517000

Dated as of July 28, 2017

This Lease Schedule (this “*Schedule*”) relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 28, 2017.

1. *Equipment Description.* As used in the Lease, “*Equipment*” means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee’s proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments.
4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 16 thereof) are true and correct as though made on the date of execution of this Schedule.
5. *BANK QUALIFIED.* LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Housing Authority of the County of Yolo,  
*as Lessee*

PNC Equipment Finance, LLC,  
*as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_\_ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

## SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 206517000 dated as of July 28, 2017 by and between PNC Equipment Finance, LLC, as lessor, and Housing Authority of the County of Yolo, as lessee.

Commencement Date: July 28, 2017

1. EQUIPMENT LOCATION & DESCRIPTION:

Yolano Village, Donnelly Circle, Woodland, CA 95776 (Parcel # 063 060 004)  
Donnelly Circle, Donnelly Circle, Woodland, CA 95776 (Parcel # 063 060 004)  
Riverbend Senior Manor 1, 664 Cummins Way, West Sacramento, CA 95605  
(Parcel # 014 630 016)  
El Rio Villas, Fredricks Drive, Winters, CA 95694 (Parcel # 038 070 006)

Photovoltaic (PV) Solar Arrays

2. LEASE PAYMENT SCHEDULE:

(a) Total Amount Financed: \$2,901,575.00  
(b) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value *
1	7/28/2018	633,653.00	93,626.87	540,026.13	No Call
2	8/28/2018	13,564.00	6,258.10	7,305.90	No Call
3	9/28/2018	13,564.00	6,238.74	7,325.26	No Call
4	10/28/2018	13,564.00	6,219.33	7,344.67	No Call
5	11/28/2018	13,564.00	6,199.87	7,364.13	No Call
6	12/28/2018	13,564.00	6,180.35	7,383.65	No Call
7	1/28/2019	13,564.00	6,160.79	7,403.21	No Call
8	2/28/2019	13,564.00	6,141.17	7,422.83	No Call
9	3/28/2019	13,564.00	6,121.50	7,442.50	No Call

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\* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.

10	4/28/2019	13,564.00	6,101.78	7,462.22	No Call
11	5/28/2019	13,564.00	6,082.00	7,482.00	No Call
12	6/28/2019	13,564.00	6,062.17	7,501.83	No Call
13	7/28/2019	13,564.00	6,042.29	7,521.71	No Call
14	8/28/2019	14,016.00	6,022.36	7,993.64	No Call
15	9/28/2019	14,016.00	6,001.18	8,014.82	No Call
16	10/28/2019	14,016.00	5,979.94	8,036.06	No Call
17	11/28/2019	14,016.00	5,958.64	8,057.36	No Call
18	12/28/2019	14,016.00	5,937.29	8,078.71	No Call
19	1/28/2020	14,016.00	5,915.88	8,100.12	No Call
20	2/28/2020	14,016.00	5,894.42	8,121.58	No Call
21	3/28/2020	14,016.00	5,872.89	8,143.11	No Call
22	4/28/2020	14,016.00	5,851.32	8,164.68	No Call
23	5/28/2020	14,016.00	5,829.68	8,186.32	No Call
24	6/28/2020	14,016.00	5,807.99	8,208.01	No Call
25	7/28/2020	14,016.00	5,786.23	8,229.77	2,240,512.42
26	8/28/2020	14,481.00	5,764.43	8,716.57	2,231,534.36
27	9/28/2020	14,481.00	5,741.33	8,739.67	2,222,532.50
28	10/28/2020	14,481.00	5,718.17	8,762.83	2,213,506.78
29	11/28/2020	14,481.00	5,694.94	8,786.06	2,204,457.14
30	12/28/2020	14,481.00	5,671.66	8,809.34	2,195,383.52
31	1/28/2021	14,481.00	5,648.32	8,832.68	2,186,285.86
32	2/28/2021	14,481.00	5,624.91	8,856.09	2,177,164.09
33	3/28/2021	14,481.00	5,601.44	8,879.56	2,168,018.14

34	4/28/2021	14,481.00	5,577.91	8,903.09	2,158,847.96
35	5/28/2021	14,481.00	5,554.32	8,926.68	2,149,653.48
36	6/28/2021	14,481.00	5,530.66	8,950.34	2,140,434.63
37	7/28/2021	14,481.00	5,506.94	8,974.06	2,131,191.34
38	8/28/2021	14,959.00	5,483.16	9,475.84	2,121,431.23
39	9/28/2021	14,959.00	5,458.05	9,500.95	2,111,645.25
40	10/28/2021	14,959.00	5,432.87	9,526.13	2,101,833.34
41	11/28/2021	14,959.00	5,407.63	9,551.37	2,091,995.43
42	12/28/2021	14,959.00	5,382.32	9,576.68	2,082,131.45
43	1/28/2022	14,959.00	5,356.94	9,602.06	2,072,241.32
44	2/28/2022	14,959.00	5,331.49	9,627.51	2,062,324.99
45	3/28/2022	14,959.00	5,305.98	9,653.02	2,052,382.38
46	4/28/2022	14,959.00	5,280.40	9,678.60	2,042,413.42
47	5/28/2022	14,959.00	5,254.75	9,704.25	2,032,418.04
48	6/28/2022	14,959.00	5,229.04	9,729.96	2,022,396.18
49	7/28/2022	14,959.00	5,203.25	9,755.75	2,012,347.76
50	8/28/2022	15,451.00	5,177.40	10,273.60	2,001,765.95
51	9/28/2022	15,451.00	5,150.17	10,300.83	1,991,156.10
52	10/28/2022	15,451.00	5,122.88	10,328.12	1,980,518.13
53	11/28/2022	15,451.00	5,095.51	10,355.49	1,969,851.98
54	12/28/2022	15,451.00	5,068.07	10,382.93	1,959,157.56
55	1/28/2023	15,451.00	5,040.55	10,410.45	1,948,434.80
56	2/28/2023	15,451.00	5,012.96	10,438.04	1,937,683.62
57	3/28/2023	15,451.00	4,985.30	10,465.70	1,926,903.95

58	4/28/2023	15,451.00	4,957.57	10,493.43	1,916,095.71
59	5/28/2023	15,451.00	4,929.76	10,521.24	1,905,258.84
60	6/28/2023	15,451.00	4,901.88	10,549.12	1,894,393.24
61	7/28/2023	15,451.00	4,873.92	10,577.08	1,883,498.85
62	8/28/2023	15,958.00	4,845.90	11,112.10	1,872,053.39
63	9/28/2023	15,958.00	4,816.45	11,141.55	1,860,577.59
64	10/28/2023	15,958.00	4,786.92	11,171.08	1,849,071.38
65	11/28/2023	15,958.00	4,757.32	11,200.68	1,837,534.68
66	12/28/2023	15,958.00	4,727.64	11,230.36	1,825,967.41
67	1/28/2024	15,958.00	4,697.88	11,260.12	1,814,369.48
68	2/28/2024	15,958.00	4,668.04	11,289.96	1,802,740.82
69	3/28/2024	15,958.00	4,638.12	11,319.88	1,791,081.35
70	4/28/2024	15,958.00	4,608.12	11,349.88	1,779,390.97
71	5/28/2024	15,958.00	4,578.04	11,379.96	1,767,669.61
72	6/28/2024	15,958.00	4,547.89	11,410.11	1,755,917.20
73	7/28/2024	15,958.00	4,517.65	11,440.35	1,744,133.64
74	8/28/2024	16,480.00	4,487.33	11,992.67	1,731,781.19
75	9/28/2024	16,480.00	4,455.55	12,024.45	1,719,396.01
76	10/28/2024	16,480.00	4,423.69	12,056.31	1,706,978.01
77	11/28/2024	16,480.00	4,391.74	12,088.26	1,694,527.10
78	12/28/2024	16,480.00	4,359.71	12,120.29	1,682,043.20
79	1/28/2025	16,480.00	4,327.59	12,152.41	1,669,526.22
80	2/28/2025	16,480.00	4,295.38	12,184.62	1,656,976.06
81	3/28/2025	16,480.00	4,263.09	12,216.91	1,644,392.64

82	4/28/2025	16,480.00	4,230.72	12,249.28	1,631,775.88
83	5/28/2025	16,480.00	4,198.26	12,281.74	1,619,125.69
84	6/28/2025	16,480.00	4,165.71	12,314.29	1,606,441.97
85	7/28/2025	16,480.00	4,133.08	12,346.92	1,593,724.64
86	8/28/2025	17,016.00	4,100.36	12,915.64	1,580,421.54
87	9/28/2025	17,016.00	4,066.13	12,949.87	1,567,083.17
88	10/28/2025	17,016.00	4,031.82	12,984.18	1,553,709.46
89	11/28/2025	17,016.00	3,997.41	13,018.59	1,540,300.32
90	12/28/2025	17,016.00	3,962.91	13,053.09	1,526,855.63
91	1/28/2026	17,016.00	3,928.32	13,087.68	1,513,375.32
92	2/28/2026	17,016.00	3,893.64	13,122.36	1,499,859.29
93	3/28/2026	17,016.00	3,858.86	13,157.14	1,486,307.44
94	4/28/2026	17,016.00	3,823.99	13,192.01	1,472,719.67
95	5/28/2026	17,016.00	3,789.04	13,226.96	1,459,095.90
96	6/28/2026	17,016.00	3,753.98	13,262.02	1,445,436.02
97	7/28/2026	17,016.00	3,718.84	13,297.16	1,431,739.94
98	8/28/2026	17,564.00	3,683.60	13,880.40	1,417,443.13
99	9/28/2026	17,564.00	3,646.82	13,917.18	1,403,108.44
100	10/28/2026	17,564.00	3,609.94	13,954.06	1,388,735.75
101	11/28/2026	17,564.00	3,572.96	13,991.04	1,374,324.98
102	12/28/2026	17,564.00	3,535.88	14,028.12	1,359,876.02
103	1/28/2027	17,564.00	3,498.71	14,065.29	1,345,388.77
104	2/28/2027	17,564.00	3,461.44	14,102.56	1,330,863.13
105	3/28/2027	17,564.00	3,424.07	14,139.93	1,316,299.01

106	4/28/2027	17,564.00	3,386.59	14,177.41	1,301,696.27
107	5/28/2027	17,564.00	3,349.02	14,214.98	1,287,054.84
108	6/28/2027	17,564.00	3,311.35	14,252.65	1,272,374.61
109	7/28/2027	17,564.00	3,273.59	14,290.41	1,257,655.49
110	8/28/2027	18,137.00	3,235.72	14,901.28	1,242,307.17
111	9/28/2027	18,137.00	3,196.23	14,940.77	1,226,918.18
112	10/28/2027	18,137.00	3,156.63	14,980.37	1,211,488.40
113	11/28/2027	18,137.00	3,116.94	15,020.06	1,196,017.74
114	12/28/2027	18,137.00	3,077.13	15,059.87	1,180,506.07
115	1/28/2028	18,137.00	3,037.22	15,099.78	1,164,953.30
116	2/28/2028	18,137.00	2,997.21	15,139.79	1,149,359.31
117	3/28/2028	18,137.00	2,957.09	15,179.91	1,133,724.01
118	4/28/2028	18,137.00	2,916.86	15,220.14	1,118,047.26
119	5/28/2028	18,137.00	2,876.53	15,260.47	1,102,328.98
120	6/28/2028	18,137.00	2,836.09	15,300.91	1,086,569.04
121	7/28/2028	18,137.00	2,795.54	15,341.46	1,070,767.34
122	8/28/2028	18,724.00	2,754.89	15,969.11	1,054,319.15
123	9/28/2028	18,724.00	2,712.57	16,011.43	1,037,827.38
124	10/28/2028	18,724.00	2,670.14	16,053.86	1,021,291.91
125	11/28/2028	18,724.00	2,627.60	16,096.40	1,004,712.61
126	12/28/2028	18,724.00	2,584.94	16,139.06	988,089.38
127	1/28/2029	18,724.00	2,542.17	16,181.83	971,422.10
128	2/28/2029	18,724.00	2,499.29	16,224.71	954,710.65
129	3/28/2029	18,724.00	2,456.29	16,267.71	937,954.90



130	4/28/2029	18,724.00	2,413.18	16,310.82	921,154.76
131	5/28/2029	18,724.00	2,369.96	16,354.04	904,310.10
132	6/28/2029	18,724.00	2,326.62	16,397.38	887,420.80
133	7/28/2029	18,724.00	2,283.17	16,440.83	870,486.74
134	8/28/2029	13,702.00	2,239.60	11,462.40	858,680.47
135	9/28/2029	13,702.00	2,209.23	11,492.77	846,842.92
136	10/28/2029	13,702.00	2,178.77	11,523.23	834,973.99
137	11/28/2029	13,702.00	2,148.23	11,553.77	823,073.61
138	12/28/2029	13,702.00	2,117.62	11,584.38	811,141.70
139	1/28/2030	13,702.00	2,086.92	11,615.08	799,178.16
140	2/28/2030	13,702.00	2,056.14	11,645.86	787,182.93
141	3/28/2030	13,702.00	2,025.28	11,676.72	775,155.91
142	4/28/2030	13,702.00	1,994.33	11,707.67	763,097.01
143	5/28/2030	13,702.00	1,963.31	11,738.69	751,006.16
144	6/28/2030	13,702.00	1,932.20	11,769.80	738,883.26
145	7/28/2030	13,702.00	1,901.01	11,800.99	726,728.24
146	8/28/2030	19,946.00	1,869.74	18,076.26	708,109.69
147	9/28/2030	19,946.00	1,821.84	18,124.16	689,441.81
148	10/28/2030	19,946.00	1,773.81	18,172.19	670,724.45
149	11/28/2030	19,946.00	1,725.65	18,220.35	651,957.49
150	12/28/2030	19,946.00	1,677.37	18,268.63	633,140.80
151	1/28/2031	19,946.00	1,628.95	18,317.05	614,274.24
152	2/28/2031	19,946.00	1,580.41	18,365.59	595,357.69
153	3/28/2031	19,946.00	1,531.75	18,414.25	576,391.01

154	4/28/2031	19,946.00	1,482.95	18,463.05	557,374.07
155	5/28/2031	19,946.00	1,434.02	18,511.98	538,306.73
156	6/28/2031	19,946.00	1,384.96	18,561.04	519,188.86
157	7/28/2031	19,946.00	1,335.78	18,610.22	500,020.33
158	8/28/2031	20,584.00	1,286.46	19,297.54	480,143.86
159	9/28/2031	20,584.00	1,235.32	19,348.68	460,214.72
160	10/28/2031	20,584.00	1,184.05	19,399.95	440,232.77
161	11/28/2031	20,584.00	1,132.64	19,451.36	420,197.87
162	12/28/2031	20,584.00	1,081.09	19,502.91	400,109.88
163	1/28/2032	20,584.00	1,029.41	19,554.59	379,968.65
164	2/28/2032	20,584.00	977.59	19,606.41	359,774.05
165	3/28/2032	20,584.00	925.63	19,658.37	339,525.92
166	4/28/2032	20,584.00	873.54	19,710.46	319,224.15
167	5/28/2032	20,584.00	821.30	19,762.70	298,868.57
168	6/28/2032	20,584.00	768.93	19,815.07	278,459.05
169	7/28/2032	20,584.00	716.42	19,867.58	257,995.44
170	8/28/2032	21,234.71	663.77	20,570.94	236,807.37
171	9/28/2032	21,234.71	609.26	20,625.45	215,563.16
172	10/28/2032	21,234.71	554.60	20,680.11	194,262.65
173	11/28/2032	21,234.71	499.80	20,734.91	172,905.69
174	12/28/2032	21,234.71	444.85	20,789.86	151,492.13
175	1/28/2033	21,234.71	389.76	20,844.95	130,021.83
176	2/28/2033	21,234.71	334.52	20,900.19	108,494.64
177	3/28/2033	21,234.71	279.14	20,955.57	86,910.40

178	4/28/2033	21,234.71	223.60	21,011.11	65,268.96
179	5/28/2033	21,234.71	167.92	21,066.79	43,570.16
180	6/28/2033	21,234.71	112.10	21,122.61	21,813.88
181	7/28/2033	21,234.71	56.19	21,178.52	1.00

Housing Authority of the County of Yolo,  
*as Lessee*

PNC Equipment Finance, LLC,  
*as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of July 28, 2017 by and among PNC Equipment Finance, LLC ("*Lessor*"), Housing Authority of the County of Yolo ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Equipment Lease-Purchase Agreement dated as of July 28, 2017 (the "*Master Lease*") and a Lease Schedule 206517000 thereto dated July 28, 2017 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"). The Lease contemplates that certain equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$2,901,575.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "*Vendor*") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. (b) The moneys and investments held in the Escrow Fund are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the “*Closing Date*”), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee in Exhibit 1. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent’s acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent’s set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) From time to time, Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed Requisition Request and Certificate of Acceptance form attached as Exhibit 3 hereto, subject to Lessor’s prior written approval of each such Requisition Request and Certificate of Acceptance.

(c) If an Event of Default occurs under the Lease prior to the Lessee’s acceptance of all the Equipment or to the extent that funds have not been disbursed from the Escrow Fund within the eighteen-month period identified in the Lease, funds then on deposit in the Escrow Fund shall be applied to the prepayment of Rent Payments under the Lease as instructed by Lessor.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, second, to Lessor for application against the interest component of Rent Payments under the Lease as provided therein, unless otherwise agreed by Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 hereto and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(c) or Section 6(d) hereof.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

PNC Equipment Finance, LLC, as Lessor

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 995 Dalton Avenue  
Cincinnati, OH 45203

Housing Authority of the County of Yolo, as  
Lessee

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 147 W. Main Street  
Woodland, CA 95695

U.S. BANK NATIONAL ASSOCIATION, as Escrow  
Agent

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 10 W. Broad Street, 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215



## EXHIBIT 1

### INVESTMENT DIRECTION LETTER

U.S. Bank National Association  
10 W. Broad St, 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215

Re: Escrow Agreement dated as of July 28, 2017,  
among PNC Equipment Finance, LLC, as Lessor,  
Housing Authority of the County of Yolo as Lessee, and  
U.S. Bank National Association, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$2,901,575.00 will be deposited in escrow with you on or about July 28, 2017. Such funds shall be invested in one or more of the following qualified investments in the amounts indicated:

- |    | PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:  | AMOUNT OF INVESTMENT |
|----|--|----------------------|
| 1. | <input type="checkbox"/> Direct general obligations of the United States of America;   | \$ _____             |
| 2. | <input type="checkbox"/> Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; | \$ _____             |
| 3. | <input type="checkbox"/> General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor;                                     | \$ _____             |
| 4. | <input type="checkbox"/> Money market funds whose investment parameters target investments in securities as described above;   | \$ _____             |

**IF NONE OF THE ABOVE BOXES ARE CHECKED, INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE, UNTIL LESSEE DIRECTS OTHERWISE.**

Very truly yours,

HOUSING AUTHORITY OF THE COUNTY OF YOLO, AS LESSEE

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 2**

### **ESCROW AGENT FEES AND EXPENSES**

#### **SET-UP FEES**

\$250.00 payable from the Escrow Fund upon acceptance of escrow deposit.

#### **EXPENSES**

Any and all out-of-pocket expenses incurred by Escrow Agent will be the responsibility of Lessee and paid from the Escrow Fund.

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is an U.S. Bank National Association (“U.S. Bank”) interest-bearing time deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366) by applying a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered based on customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. The deposit account is insured by the Federal Deposit Insurance Corporation up to \$250,000.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account.

Housing Authority of the County of Yolo  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing  
and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title / Date

### CERTIFICATE OF INCUMBENCY

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Housing Authority of the County of Yolo ("*Lessee*"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names and are authorized on behalf of Lessee to enter into (a) that certain Master Equipment Lease-Purchase Agreement dated July 28, 2017 (the "*Master Lease*") and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the "*Schedules*"), each between Lessee and PNC Equipment Finance, LLC, as lessor, and (b) that certain Escrow Agreement dated July 28, 2017 (the "*Escrow Agreement*"), among Lessee, the foregoing lessor and the escrow agent therein identified.

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

I hereby further certify that the individual named below holds the office set forth opposite his/her name and is duly authorized to execute Requisition Requests, Certificates of Acceptance and other documents under the Escrow Agreement or otherwise relating to the Master Lease and the Schedules.

_____ Name	_____ Title	_____ Signature
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IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this \_\_\_\_ day of July, 2017.

LESSEE: Housing Authority of the County of Yolo

[SEAL]

\_\_\_\_\_  
(Secretary/Clerk)

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

(other than the person signing the documents)

## SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 206517000 dated as of July 28, 2017 by and between PNC Equipment Finance, LLC, as lessor, and Housing Authority of the County of Yolo, as lessee.

Commencement Date: July 28, 2017

1. EQUIPMENT LOCATION & DESCRIPTION:

Yolano Village, Donnelly Circle, Woodland, CA 95776 (Parcel # 063 060 004)  
Donnelly Circle, Donnelly Circle, Woodland, CA 95776 (Parcel # 063 060 004)  
Riverbend Senior Manor 1, 664 Cummins Way, West Sacramento, CA 95605  
(Parcel # 014 630 016)  
El Rio Villas, Fredricks Drive, Winters, CA 95694 (Parcel # 038 070 006)

Photovoltaic (PV) Solar Arrays

2. LEASE PAYMENT SCHEDULE:

(a) Total Amount Financed: \$2,899,675.00  
(b) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value *
1	7/28/2018	587,701.00	93,565.56	494,135.44	No call
2	8/28/2018	13,872.00	6,374.68	7,497.32	No call
3	9/28/2018	13,872.00	6,354.81	7,517.19	No call
4	10/28/2018	13,872.00	6,334.89	7,537.11	No call
5	11/28/2018	13,872.00	6,314.92	7,557.08	No call
6	12/28/2018	13,872.00	6,294.89	7,577.11	No call
7	1/28/2019	13,872.00	6,274.81	7,597.19	No call
8	2/28/2019	13,872.00	6,254.68	7,617.32	No call
9	3/28/2019	13,872.00	6,234.49	7,637.51	No call

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\* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.

10	4/28/2019	13,872.00	6,214.25	7,657.75	No call
11	5/28/2019	13,872.00	6,193.96	7,678.04	No call
12	6/28/2019	13,872.00	6,173.61	7,698.39	No call
13	7/28/2019	13,872.00	6,153.21	7,718.79	No call
14	8/28/2019	14,324.00	6,132.76	8,191.24	No call
15	9/28/2019	14,324.00	6,111.05	8,212.95	No call
16	10/28/2019	14,324.00	6,089.29	8,234.71	No call
17	11/28/2019	14,324.00	6,067.47	8,256.53	No call
18	12/28/2019	14,324.00	6,045.59	8,278.41	No call
19	1/28/2020	14,324.00	6,023.65	8,300.35	No call
20	2/28/2020	14,324.00	6,001.65	8,322.35	No call
21	3/28/2020	14,324.00	5,979.60	8,344.40	No call
22	4/28/2020	14,324.00	5,957.49	8,366.51	No call
23	5/28/2020	14,324.00	5,935.31	8,388.69	No call
24	6/28/2020	14,324.00	5,913.08	8,410.92	No call
25	7/28/2020	14,324.00	5,890.80	8,433.20	2,280,943.76
26	8/28/2020	14,789.00	5,868.45	8,920.55	2,271,755.59
27	9/28/2020	14,789.00	5,844.81	8,944.19	2,262,543.07
28	10/28/2020	14,789.00	5,821.11	8,967.89	2,253,306.15
29	11/28/2020	14,789.00	5,797.34	8,991.66	2,244,044.74
30	12/28/2020	14,789.00	5,773.51	9,015.49	2,234,758.78
31	1/28/2021	14,789.00	5,749.62	9,039.38	2,225,448.22
32	2/28/2021	14,789.00	5,725.67	9,063.33	2,216,112.99
33	3/28/2021	14,789.00	5,701.65	9,087.35	2,206,753.02

34	4/28/2021	14,789.00	5,677.57	9,111.43	2,197,368.25
35	5/28/2021	14,789.00	5,653.42	9,135.58	2,187,958.60
36	6/28/2021	14,789.00	5,629.21	9,159.79	2,178,524.02
37	7/28/2021	14,789.00	5,604.94	9,184.06	2,169,064.43
38	8/28/2021	15,267.00	5,580.60	9,686.40	2,159,087.44
39	9/28/2021	15,267.00	5,554.93	9,712.07	2,149,084.01
40	10/28/2021	15,267.00	5,529.20	9,737.80	2,139,054.08
41	11/28/2021	15,267.00	5,503.39	9,763.61	2,128,997.56
42	12/28/2021	15,267.00	5,477.52	9,789.48	2,118,914.39
43	1/28/2022	15,267.00	5,451.58	9,815.42	2,108,804.51
44	2/28/2022	15,267.00	5,425.57	9,841.43	2,098,667.84
45	3/28/2022	15,267.00	5,399.49	9,867.51	2,088,504.30
46	4/28/2022	15,267.00	5,373.34	9,893.66	2,078,313.83
47	5/28/2022	15,267.00	5,347.12	9,919.88	2,068,096.36
48	6/28/2022	15,267.00	5,320.83	9,946.17	2,057,851.80
49	7/28/2022	15,267.00	5,294.47	9,972.53	2,047,580.10
50	8/28/2022	15,759.00	5,268.05	10,490.95	2,036,774.42
51	9/28/2022	15,759.00	5,240.24	10,518.76	2,025,940.09
52	10/28/2022	15,759.00	5,212.37	10,546.63	2,015,077.07
53	11/28/2022	15,759.00	5,184.42	10,574.58	2,004,185.25
54	12/28/2022	15,759.00	5,156.40	10,602.60	1,993,264.57
55	1/28/2023	15,759.00	5,128.30	10,630.70	1,982,314.95
56	2/28/2023	15,759.00	5,100.13	10,658.87	1,971,336.31
57	3/28/2023	15,759.00	5,071.88	10,687.12	1,960,328.58

58	4/28/2023	15,759.00	5,043.56	10,715.44	1,949,291.68
59	5/28/2023	15,759.00	5,015.17	10,743.83	1,938,225.53
60	6/28/2023	15,759.00	4,986.70	10,772.30	1,927,130.06
61	7/28/2023	15,759.00	4,958.15	10,800.85	1,916,005.19
62	8/28/2023	16,266.00	4,929.53	11,336.47	1,904,328.62
63	9/28/2023	16,266.00	4,899.49	11,366.51	1,892,621.12
64	10/28/2023	16,266.00	4,869.37	11,396.63	1,880,882.59
65	11/28/2023	16,266.00	4,839.16	11,426.84	1,869,112.94
66	12/28/2023	16,266.00	4,808.88	11,457.12	1,857,312.11
67	1/28/2024	16,266.00	4,778.52	11,487.48	1,845,480.00
68	2/28/2024	16,266.00	4,748.08	11,517.92	1,833,616.55
69	3/28/2024	16,266.00	4,717.56	11,548.44	1,821,721.65
70	4/28/2024	16,266.00	4,686.95	11,579.05	1,809,795.23
71	5/28/2024	16,266.00	4,656.27	11,609.73	1,797,837.21
72	6/28/2024	16,266.00	4,625.50	11,640.50	1,785,847.50
73	7/28/2024	16,266.00	4,594.66	11,671.34	1,773,826.02
74	8/28/2024	16,788.00	4,563.73	12,224.27	1,761,235.02
75	9/28/2024	16,788.00	4,531.33	12,256.67	1,748,610.65
76	10/28/2024	16,788.00	4,498.85	12,289.15	1,735,952.82
77	11/28/2024	16,788.00	4,466.29	12,321.71	1,723,261.46
78	12/28/2024	16,788.00	4,433.63	12,354.37	1,710,536.46
79	1/28/2025	16,788.00	4,400.89	12,387.11	1,697,777.74
80	2/28/2025	16,788.00	4,368.07	12,419.93	1,684,985.21
81	3/28/2025	16,788.00	4,335.16	12,452.84	1,672,158.78



82	4/28/2025	16,788.00	4,302.16	12,485.84	1,659,298.37
83	5/28/2025	16,788.00	4,269.07	12,518.93	1,646,403.87
84	6/28/2025	16,788.00	4,235.89	12,552.11	1,633,475.20
85	7/28/2025	16,788.00	4,202.63	12,585.37	1,620,512.27
86	8/28/2025	17,324.00	4,169.28	13,154.72	1,606,962.90
87	9/28/2025	17,324.00	4,134.42	13,189.58	1,593,377.64
88	10/28/2025	17,324.00	4,099.47	13,224.53	1,579,756.37
89	11/28/2025	17,324.00	4,064.42	13,259.58	1,566,099.00
90	12/28/2025	17,324.00	4,029.28	13,294.72	1,552,405.44
91	1/28/2026	17,324.00	3,994.05	13,329.95	1,538,675.59
92	2/28/2026	17,324.00	3,958.73	13,365.27	1,524,909.37
93	3/28/2026	17,324.00	3,923.31	13,400.69	1,511,106.66
94	4/28/2026	17,324.00	3,887.80	13,436.20	1,497,267.37
95	5/28/2026	17,324.00	3,852.19	13,471.81	1,483,391.40
96	6/28/2026	17,324.00	3,816.49	13,507.51	1,469,478.67
97	7/28/2026	17,324.00	3,780.70	13,543.30	1,455,529.07
98	8/28/2026	17,872.00	3,744.81	14,127.19	1,440,978.06
99	9/28/2026	17,872.00	3,707.37	14,164.63	1,426,388.50
100	10/28/2026	17,872.00	3,669.83	14,202.17	1,411,760.26
101	11/28/2026	17,872.00	3,632.20	14,239.80	1,397,093.27
102	12/28/2026	17,872.00	3,594.46	14,277.54	1,382,387.40
103	1/28/2027	17,872.00	3,556.63	14,315.37	1,367,642.57
104	2/28/2027	17,872.00	3,518.69	14,353.31	1,352,858.66
105	3/28/2027	17,872.00	3,480.66	14,391.34	1,338,035.58

106	4/28/2027	17,872.00	3,442.52	14,429.48	1,323,173.22
107	5/28/2027	17,872.00	3,404.28	14,467.72	1,308,271.46
108	6/28/2027	17,872.00	3,365.94	14,506.06	1,293,330.22
109	7/28/2027	17,872.00	3,327.50	14,544.50	1,278,349.39
110	8/28/2027	18,445.00	3,288.96	15,156.04	1,262,738.67
111	9/28/2027	18,445.00	3,248.79	15,196.21	1,247,086.57
112	10/28/2027	18,445.00	3,208.52	15,236.48	1,231,393.00
113	11/28/2027	18,445.00	3,168.15	15,276.85	1,215,657.84
114	12/28/2027	18,445.00	3,127.66	15,317.34	1,199,880.98
115	1/28/2028	18,445.00	3,087.07	15,357.93	1,184,062.31
116	2/28/2028	18,445.00	3,046.37	15,398.63	1,168,201.72
117	3/28/2028	18,445.00	3,005.57	15,439.43	1,152,299.11
118	4/28/2028	18,445.00	2,964.65	15,480.35	1,136,354.35
119	5/28/2028	18,445.00	2,923.63	15,521.37	1,120,367.34
120	6/28/2028	18,445.00	2,882.50	15,562.50	1,104,337.96
121	7/28/2028	18,445.00	2,841.26	15,603.74	1,088,266.11
122	8/28/2028	19,032.00	2,799.91	16,232.09	1,071,547.06
123	9/28/2028	19,032.00	2,756.89	16,275.11	1,054,783.70
124	10/28/2028	19,032.00	2,713.76	16,318.24	1,037,975.91
125	11/28/2028	19,032.00	2,670.52	16,361.48	1,021,123.58
126	12/28/2028	19,032.00	2,627.16	16,404.84	1,004,226.60
127	1/28/2029	19,032.00	2,583.69	16,448.31	987,284.84
128	2/28/2029	19,032.00	2,540.10	16,491.90	970,298.18
129	3/28/2029	19,032.00	2,496.40	16,535.60	953,266.51

130	4/28/2029	19,032.00	2,452.58	16,579.42	936,189.71
131	5/28/2029	19,032.00	2,408.64	16,623.36	919,067.65
132	6/28/2029	19,032.00	2,364.59	16,667.41	901,900.22
133	7/28/2029	19,032.00	2,320.42	16,711.58	884,687.29
134	8/28/2029	14,010.00	2,276.14	11,733.86	872,601.42
135	9/28/2029	14,010.00	2,245.04	11,764.96	860,483.51
136	10/28/2029	14,010.00	2,213.87	11,796.13	848,333.49
137	11/28/2029	14,010.00	2,182.61	11,827.39	836,151.28
138	12/28/2029	14,010.00	2,151.26	11,858.74	823,936.78
139	1/28/2030	14,010.00	2,119.84	11,890.16	811,689.91
140	2/28/2030	14,010.00	2,088.33	11,921.67	799,410.59
141	3/28/2030	14,010.00	2,056.74	11,953.26	787,098.74
142	4/28/2030	14,010.00	2,025.06	11,984.94	774,754.25
143	5/28/2030	14,010.00	1,993.30	12,016.70	762,377.05
144	6/28/2030	14,010.00	1,961.46	12,048.54	749,967.05
145	7/28/2030	14,010.00	1,929.53	12,080.47	737,524.17
146	8/28/2030	20,254.00	1,897.51	18,356.49	718,616.98
147	9/28/2030	20,254.00	1,848.87	18,405.13	699,659.70
148	10/28/2030	20,254.00	1,800.10	18,453.90	680,652.18
149	11/28/2030	20,254.00	1,751.19	18,502.81	661,594.29
150	12/28/2030	20,254.00	1,702.16	18,551.84	642,485.89
151	1/28/2031	20,254.00	1,653.00	18,601.00	623,326.86
152	2/28/2031	20,254.00	1,603.71	18,650.29	604,117.06
153	3/28/2031	20,254.00	1,554.28	18,699.72	584,856.35

154	4/28/2031	20,254.00	1,504.73	18,749.27	565,544.60
155	5/28/2031	20,254.00	1,455.04	18,798.96	546,181.67
156	6/28/2031	20,254.00	1,405.22	18,848.78	526,767.43
157	7/28/2031	20,254.00	1,355.28	18,898.72	507,301.75
158	8/28/2031	20,892.00	1,305.19	19,586.81	487,127.33
159	9/28/2031	20,892.00	1,253.29	19,638.71	466,899.46
160	10/28/2031	20,892.00	1,201.25	19,690.75	446,617.99
161	11/28/2031	20,892.00	1,149.07	19,742.93	426,282.77
162	12/28/2031	20,892.00	1,096.75	19,795.25	405,893.67
163	1/28/2032	20,892.00	1,044.29	19,847.71	385,450.52
164	2/28/2032	20,892.00	991.69	19,900.31	364,953.21
165	3/28/2032	20,892.00	938.96	19,953.04	344,401.57
166	4/28/2032	20,892.00	886.08	20,005.92	323,795.48
167	5/28/2032	20,892.00	833.07	20,058.93	303,134.78
168	6/28/2032	20,892.00	779.91	20,112.09	282,419.33
169	7/28/2032	20,892.00	726.61	20,165.39	261,648.97
170	8/28/2032	21,535.42	673.17	20,862.25	240,160.86
171	9/28/2032	21,535.42	617.89	20,917.53	218,615.80
172	10/28/2032	21,535.42	562.46	20,972.96	197,013.65
173	11/28/2032	21,535.42	506.88	21,028.54	175,354.26
174	12/28/2032	21,535.42	451.15	21,084.27	153,637.46
175	1/28/2033	21,535.42	395.28	21,140.14	131,863.11
176	2/28/2033	21,535.42	339.26	21,196.16	110,031.07
177	3/28/2033	21,535.42	283.09	21,252.33	88,141.17

178	4/28/2033	21,535.42	226.77	21,308.65	66,193.26
179	5/28/2033	21,535.42	170.30	21,365.12	44,187.19
180	6/28/2033	21,535.42	113.69	21,421.73	22,122.80
181	7/28/2033	21,535.42	56.97	21,478.45	1.00

Housing Authority of the County of Yolo,  
*as Lessee*

PNC Equipment Finance, LLC,  
*as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Yolo County Housing**

**11.**

**Meeting Date:** 07/26/2017

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**Information**

**SUBJECT**

Review and Approve YCH Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Holt)

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**Attachments**

Staff Report

Att. A. Emergency Transfer Plan

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**Form Review**

Form Started By: Julie Dachtler

Started On: 07/21/2017 09:53 AM

Final Approval Date: 07/21/2017



## ***Yolo County Housing***

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:** July 26, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review and Approve Proposed YCH Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **RECOMMENDED ACTIONS**

**That the Housing Commission:**

- 1. Review and approve the YCH Emergency Transfer Plan; and**
- 2. Authorize the Chief Executive Officer to implement.**

### **BACKGROUND / DISCUSSION**

On March 17, 2013 the Violence Against Women Reauthorization Act (VAWA 2013) was signed into law and implemented several key changes related to housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. On November 16, 2016 the VAWA Final Rule was published in the Federal Register. Among the several major changes, there is a requirements for public housing, housing choice voucher, and project based voucher programs to establish an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking. HUD provides a model Emergency Transfer Plan for public housing authorities to assist with establishing their local emergency transfer plan.

PIH Notice 2017-08 provides guidance to local public housing authorities on implementation of the VAWA 2013 including determining eligibility for VAWA protections, certification and documentation requirements, noticing requirements, emergency transfers, confidentiality, family break-up, lease bifurcation, record keeping and reporting requirements, developing partnerships with victim service providers, notifications to owners, and fair housing.

Staff developed an initial draft YCH Emergency Transfer Plan using the HUD provided template and PIH Notice 2017-08. Legal Services of Northern California (LSNC), our local fair housing agency reviewed the initial draft and provided four written recommendations. Based on those

recommendations, staff revised the draft so that it better clarifies emergency transfers in the tenant-based and project based voucher program, better defines what qualifies as victims of sexual assault, further defines reasonable accommodations available to victims, and adds Empower Yolo as the local service provider for victims. LSNC also provided recommendations for three changes to the Notice of Occupancy Rights under VAWA.

The elements of the YCH Emergency Transfer Plan are:

- Eligibility for Emergency Transfers
- Documentation Requirements
- Confidentiality
- Timing and Availability in the Public Housing and Housing Choice Voucher programs (tenant based and project based)
- Local and national resources.

As the Plan is implemented, staff may recognize needs for minor changes or additions in order to best meet the needs of victims and to meet the full intent of the HUD regulation.

YCH will be providing translated materials in accordance with our LEP and will be posting the approved Plan to our website.

#### FISCAL IMPACT

Most financial impact will be absorbed in normal operations. There could be financial impacts through sanctions from HUD if mandatory policies/plans are not adopted by YCH.

RECOMMENDED ACTION: That the Housing Commission Review and Approve Proposed YCH Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking.

**Attachment:** Draft YCH Emergency Transfer Plan





## **Yolo County Housing**

**Main Office:** 147 W. Main Street, Woodland, Ca 95695

Woodland: (530) 662-5428 Sacramento: (916) 444-8982 TTY:(800) 545-1833, ext. 626

### **Yolo County Housing**

#### **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

##### **Emergency Transfers**

**Yolo County Housing (YCH)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA)<sup>1</sup>, YCH allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of YCH to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether YCH has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Yolo County Housing** is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L qualifies for an emergency transfer, if:

- The tenant expressly requests the transfer; and  
Either:
  - the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit, or
  - the tenant is a victim of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify and submit a written request for a transfer to their YCH Housing Specialist at the property management office or the General Director at the YCH Administrative Office, 147 West Main Street, Woodland, CA 95695. YCH will provide reasonable accommodations to this policy for individuals with disabilities, including providing individualized assistance in completing forms. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under YCH's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The following HUD Forms (provided in this Plan) are available to assist the tenant with making their request:

- HUD Form 5382 - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation
- HUD Form 5383 - Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

### **Confidentiality**

YCH will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives YCH written

permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about YCH's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking. This form is posted at all YCH offices and on line at the YCH website: [www.ych.ca.gov](http://www.ych.ca.gov).

### **Emergency Transfer Timing and Availability**

#### Emergency Transfers: Public Housing Program

YCH cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. YCH will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. YCH may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If YCH has no safe and available units for which a tenant who needs an emergency is eligible, YCH will: .

- Assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move; and

- Continue and expand partnerships to strengthen access to supportive services for victims including victim advocates, legal aid services and local law enforcement; and
- At the tenant's request, YCH will assist tenants in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking; and
- Seek opportunities for arrangements, including MOU's with neighboring housing providers, to facilitate moves (such as Sacramento Housing and Redevelopment Agency).

### **Emergency Transfers: Housing Choice Voucher (HCV) Program**

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, YCH will assist you to move to a safe unit quickly using your existing voucher assistance. YCH will make exceptions to program regulations restricting moves as required and in accordance with the YCH Administrative Plan. YCH will expedite the administrative processes for participants requesting to transfer or port with their tenant-based voucher.

At your request, YCH will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by YCH.

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance. YCH will expedite the administrative processes for participants wishing to move to another PBV unit.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, **EMPOWER YOLO, 530-661-6336** (175 Walnut Street, Woodland, CA) for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at:

<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **Attachments Provided:**

- YCH Notice of Occupancy Rights Under VAWA
- HUD Form 5382
- HUD Form 5383

**Yolo County Housing**

**12.**

**Meeting Date:** 07/26/2017

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**Information**

**SUBJECT**

Review and Approve Proposed Collective Bargaining Agreement with the General Unit of the International Brotherhood of Teamsters, Local 856 (Holt and Baker)

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**Attachments**

Staff Report

Att. A. Agreement

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**Form Review**

Form Started By: Julie Dachtler

Started On: 07/21/2017 09:54 AM

Final Approval Date: 07/21/2017



## ***Yolo County Housing***

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:** July 26, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review and Approve the Collective Bargaining Agreement with the General Unit of the International Brotherhood of Teamsters, Local 856**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Approve the Collective Bargaining Agreement ("CBA") with the General Unit effective July 1, 2017 and ending June 30, 2020; and
2. Commend the staff and representatives from the International Brotherhood of Teamsters, Local 856 for their work on behalf of YCH.

### **BACKGROUND/DISCUSSION**

The General Unit has been operating under the terms of the expired agreement since its expiration on June 30, 2016. The General Unit and YCH Bargaining Team have reached tentative agreement for a successor contract from July 1, 2017 through June 30, 2020.

The major elements in the proposed multi-year successor agreement are listed below:

1. General unit members agree to a Multi-Year Agreement from 7/1/2017 through 6/30/2020.
2. General unit members agree to an annual cost of living increases of 5.5% effective July 1, 2017 and 2.5% effective July 1, 2018. The increase effective July 1, 2019 shall be adjusted by actual Consumer Price Indices for All California Urban Wage Earners at an amount not less than 2% and not more than 4% as outlined in Article V. Section B. In addition, general unit members agree to an



opener after January 2018 in the event that funding shortfalls would lead to possible lay offs. There is also an opener provision to discuss healthcare costs effective after October 2018 if the lowest cost plan reaches stop loss.

3. General unit members agree to the revised longevity pay schedule once a member reaches top of salary range. The revised pay schedule would be 2.5% at three years, 2.5% at six years, 2.5% at ten years and a fourth and final longevity of 2.5% at fifteen years as outlined in Article V. Section E.
4. General unit members agree to a revised bilingual pay schedule of \$50 for Level I translation, \$65 for Level II translation and \$85 for Level III translation for a second language as deemed a benefit in the agency's Language Assistance Plan (LAP) for Limited English Proficiency (LEP) as outlined in Article V, Section G.
5. General unit members agree to revising holiday pay to be 100 hours of holiday pay for the ten (10) paid holidays and 20 hours of floating holidays each fiscal year as outlined in Article VII. Section B.
6. General unit members agree to an increase in the maximum vacation accrual amount to three hundred (300) hours for employees with 3-10 years of service, three hundred twenty (320) hours for employees with 11 years of service, three hundred forty (340) hours for employees with 12 years of service and three hundred sixty (360) hours for employees with more than 13 years of service as outlined in Article VII. Section C.5)
7. General unit members agree that employees may sell back up to eighty (80) hours of vacation during any calendar year as long as employees have 40 or more hours accrued at the time of the buyback.
8. General unit members agree to the reasonable rate for meal and incidental expenses when traveling on YCH business in the amount equal to federal per diem rate set for the Sacramento/Yolo area excluding those incidentals included in the cost of the training or conference.
9. The term of this agreement will expire June 30, 2020.

#### **FISCAL IMPACT:**

The terms of the agreement have been accounted for in the FY 2018 budget and will be accounted for in FY 2019 and FY 2020 budgets.

#### **CONCLUSION:**

Staff recommends that the Commission review and approve the General Unit Collective Bargaining Agreement effective July 1, 2017.

**Attachment:** General Unit CBA

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE COUNTY OF YOLO

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 856

COVERING ALL EMPLOYEES IN THE GENERAL UNIT

JULY 1, 2017 THROUGH JUNE 30, 2020

## TABLE OF CONTENTS

	Page
PREAMBLE	3
ARTICLE I -DEFINITIONS	3
ARTICLE II - RECOGNITION	6
ARTICLE III - UNION RIGHTS AND RESPONSIBILITIES	7
ARTICLE IV - HOUSING AUTHORITY RIGHTS	14
ARTICLE V -COMPENSATION	16
ARTICLE VI - HOURS AND CONDITIONS OF WORK	19
ARTICLE VII - LEAVES OF ABSENCE, HOLIDAYS, AND VACATION	24
ARTICLE VIII -EVALUATION AND PERSONNEL INFORMATION	39
ARTICLE IX - CLASSIFICATION AND RECLASSIFICATION	40
ARTICLE X - SAFETY	42
ARTICLE XI - PROBATIONARY PERIOD	43
ARTICLE XII – TRANSFERS	44
ARTICLE XIII - LAYOFFS	44
ARTICLE XIV - GRIEVANCE PROCEDURE	48
ARTICLE XV - DISCIPLINARY PROCEDURE	52
ARTICLE XVI – MISCELLANEOUS	60

## **PREAMBLE**

- A. This Agreement (hereinafter referred to as "Agreement") has been entered into by Yolo County Housing (hereinafter referred to as "YCH" or "the Housing Authority"), and International Brotherhood of Teamsters Union, Local 856 (hereinafter referred to as "Union"). These parties have met and conferred in good faith, and this resulting Agreement has as its purpose the promotion of harmonious labor relations between the Housing Authority and the Union, establishment of an equitable and peaceful procedure for the resolution of differences regarding compliance with the Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment in the general bargaining unit.
- B. The provisions of the YCH Personnel Policy and Procedure Manual and other YCH policies and rules are not a part of this Agreement and are applicable to general bargaining unit members only to the extent the subject matter addressed therein is not addressed in this Agreement. For example, leaves of absence, disciplinary action rules, health and welfare benefits, and compensation provisions for general bargaining unit employees are governed exclusively by this Agreement, and nothing on those subjects contained in the Personnel Policy and Procedure Manual or other YCH policies and rules shall be applicable to general bargaining unit employees. [By way of contrast, for example, YCH's Harassment-Free Policy in the Personnel Policy and Procedure Manual, while not a part of this Agreement, is applicable to all YCH employees.] To further clarify this distinction, the Yolo County Housing Board of Commissioners (hereinafter "Board of Commissioners") shall maintain in Section 2001.1 of the YCH Personnel Policy and Procedure Manual the following provision:

The provisions of this Manual are applicable to employees in a recognized bargaining unit only to the extent the subject matter addressed in this Manual is not addressed in the unit's collective bargaining agreement. The statement of this modification shall not be construed to make any matter not expressly covered by the Agreement subject to the Agreement's grievance procedure.

## **ARTICLE I DEFINITIONS**

Applicability of Definitions: Unless otherwise noted, the definitions in this article apply to the provisions of this Agreement only. Terms used in this Agreement shall, unless the context clearly indicates a contrary intent, have the meaning accorded them by the definitions in this section.

- A. Authorized Position: A specific work position within a job classification in the general bargaining unit which is or may be held by an employee and which the YCH intends to fill.

- B. Compensatory Time Off: For each pay period in which a bargaining unit employee works authorized overtime, the employee may choose whether s/he shall receive overtime pay or receive compensatory time off.
- C. Continuous Employment: YCH employment which is uninterrupted except by authorized paid absences.
- D. Demotion: An involuntary change in job classification to one in a lower wage range.
- E. Department: A major administrative branch of YCH involving a general line of work, with one or more employees working under the direction of one or more supervisors.
- F. Dismissal: Involuntary termination of a permanent employee's employment with YCH for cause.
- G. Employee: A person who is employed to serve in a YCH job position in the general bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement.
- H. Chief Executive Officer: The Chief Executive Officer of the Housing Authority or his/her designee.
- I. Job Classification: Descriptive title of a certain type of job performed by a YCH employee in the general bargaining unit. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- J. Leave of Absence: When authorized, an absence from duty for a specified period of time. An employee on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- K. Limited-Term Employees: A limited-term employee shall mean a person employed in a position for which YCH has no long-range funding or has uncertain funding. When funding for a limited-term position ceases, the position is abolished, and the limited employee's employment shall end.
- L. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the employee's supervisor who is not in the employee's bargaining unit) and longevity of service. Merit Pay Increases will not occur during the term of this Agreement.
- M. Migrant Seasonal Employees: A person hired to work in an assignment in the Migrant Center which assignment is intended to be occupied on less than a year-round basis. During their active duty, all migrant seasonal employees shall earn all

benefits that accrue to employees in the general bargaining unit.

- N. Overtime: Work performed by nonexempt employees in excess of forty (40) hours per workweek.
- O. Pay Period: The period from the first day of a calendar month through the fifteenth day of that calendar month, and the period from the sixteenth day of the month to the last day of the same calendar month. Paychecks shall normally be issued on or before the fifteenth day of the calendar month and on or before the last day of the calendar month.
- P. Performance Evaluation: A review and evaluation of an employee's performance and demonstrated capabilities in his/her authorized position by a person designated by the Chief Executive Officer who will normally be the employee's immediate supervisor not in the employee's bargaining unit.
- Q. Probationary Period: The probationary period is a step in YCH's hiring process. It allows YCH an opportunity to determine if this is the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the Chief Executive Officer without prior notice, without cause, and without a hearing. The probationary period for a new employee is one (1) year from the date of hire, unless the probationary period is extended for a longer period, in writing, by the Chief Executive Officer. A probationary employee does not have the Grievance Procedure rights specified in this Agreement.
- R. Provisional Employee: A person employed to fill a vacant position on an acting or temporary basis, not to exceed one (1) year, or to fill a position where the regular employee is on extended disability leave. A provisional appointment shall not be authorized for longer than one (1) year. Provisional employees shall earn all benefits that accrue to employees in the general bargaining unit. Promptly after the appointment of a provisional employee to fill a vacant position, YCH must begin the open, recruiting process to fill the vacancy.
- S. Permanent Full-Time Employee: A YCH employee who is regularly assigned to work forty (40) or more hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period.
- T. Permanent Part-Time Employee: A YCH employee who is regularly assigned to work fewer than forty (40) hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period. Permanent part-time employees shall be entitled to salary and fringe benefits that accrue to permanent full-time employees, but on a pro-rata basis.
- U. Salary Range: A category which determines the minimum and maximum salary

payable for an employment classification.

- V. Supervisor: A person who has day-to-day direction and responsibility over the work of one or more specific employees and who is not in the employee's bargaining unit.
- W. Suspension: A YCH-mandated temporary unpaid leave of absence, as distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.
- X. Temporary Employee: An employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as needed basis. A temporary employee has no reasonable expectation that s/he will be called or re-employed by YCH in the future. A temporary employee shall receive no YCH-paid benefits and is not a regular full-time or regular part-time employee, regardless of the hours the temporary employee is scheduled to work. Temporary employment shall not be used to permanently displace bargaining unit positions.
- Y. Vacancy: An unfilled authorized general bargaining unit position which YCH intends to fill.
- Z. Workweek: The regular workweek shall consist of forty (40) hours during a four day Monday through Thursday or such other forty hour schedule as assigned by the CEO. Overtime shall be paid only for work performed by nonexempt employees in excess of forty (40) hours per workweek. For purposes of computing overtime pay, the workweek shall begin at 8:00 a.m. Thursday and run through 7:59 a.m. the following Thursday morning.

## **ARTICLE II RECOGNITION**

- A. The Housing Authority hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the general bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

Housing Specialist I/II  
Housing Inspector  
Client Services Coordinator  
Lead Client Services Coordinator  
Resident Manager  
Property Manager  
Maintenance Worker I/II  
Senior Maintenance Worker  
Lead Senior Maintenance Worker  
Office Assistant I/II  
Senior Accountant

Finance Specialist I/II  
Accounting Assistant I/II  
Accounting Technician  
Senior Migrant Center Coordinator  
Migrant Center Coordinator

### **ARTICLE III UNION RIGHTS AND RESPONSIBILITIES**

#### **A. Dues Deductions**

The Housing Authority agrees to establish payroll deductions for members of the Union for the normal and regular membership dues. All payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Housing Authority. Such forms shall be those which are currently used. Any changes or modifications in the forms shall be agreed upon between the Housing Authority and the Union.
2. Such deductions shall be made only upon submission to the Housing Authority's Personnel Officer of said authorization form duly completed and executed by the employee and the Union.
3. The Union will be responsible for submitting to the Housing Authority's Personnel Officer any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Housing Authority. The Housing Authority may devise a payroll deduction input document for use by the Union.
4. The Housing Authority will remit to the Union a check for all the dues deductions.
5. The Housing Authority must approve, in advance, all payroll deductions other than Union membership dues and has discretion to not approve such deductions.
6. The Union agrees to indemnify, defend, and hold the Housing Authority and the County of Yolo, their officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Section A.



B. Union Security

1. a. Agency Shop - Service Fee

- (1) All employees in the general bargaining unit shall become members of the Union or shall pay a service fee, described below, on or before the 31st day after the beginning of employment or after final ratification of this Agreement, whichever is later. The service fee required shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues, and general assessments. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration, and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Housing Authority shall not be a party to the dispute.
- (2) No career employee who is paid for less than one hour of salary during a 2-week pay period and no non-career employee who is paid for less than forty hours of salary during a 2-week pay period shall be required to pay a service fee under the full agency shop.

b. Religious Objection

- (1) Any employee otherwise required to pay a service fee under this Section and who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of continued employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonprofit, nonreligious, nonlabor organizations qualifying under Section 501(c)(3) of Title 26 of the U.S. Internal Revenue Code.
  - a. United Way or any organization listed within United Way.
  - b. American Red Cross
  - c. American Cancer Society

(2) Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this paragraph b, shall be made on an annual basis to the Union with a copy to the Housing Authority as a condition of continued exemption from the provisions of Section B.1.a. of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 15 of each year.

c. Disclosure and Reporting

Pursuant to Government Code Section 3502.5(f), the Union, if required to file financial reports under the federal Labor Management Disclosure Act of 1959, 29 U.S. Code Section 401 et seq., covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, may instead satisfy the financial reporting requirement of Government Code Section 3502.5(f) by providing the Housing Authority with a copy of the financial reports. In any event, the Housing Authority may obtain a copy of such financial reports from the Union.

d. Rescission of Agency Shop

Pursuant to Government Code Section 3502.5(d), the agency shop provision contained herein may be rescinded by a majority vote of all the employees in the bargaining unit, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent (30%) of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of this memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the Housing Authority and the Union may negotiate, and by mutual agreement provide for an alternative procedure or procedures regarding a vote on rescission of the agency shop.

e. Hold Harmless and Indemnification

The Union shall promptly refund to the Housing Authority any amounts paid to the Union in error under this Section.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section B is rendered unlawful by any published final appellate court decision, this Section shall forthwith be deemed amended to comply with the change or decision in question.

g. Termination Of Employment For Failure To Pay Agency Fee

Failure to pay the required agency shop fee under this Section B constitutes reasonable and just cause for discharge from employment pursuant to this Agreement. However, no employee shall be terminated under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that s/he is delinquent in not tendering the required, agency shop fee, specifying the current amount of the delinquency, and warning the employee that unless such fee is tendered within fifteen (15) calendar days from the employee's receipt of the notice, the employee will be reported to the Housing Authority for termination as provided in this Section; and
- (2) The Union has furnished the Housing Authority with written proof that the procedure of subsection 1, above, has been followed, or has supplied the Housing Authority with a copy of the letter sent to the employee and notice that s/he has not complied with the request. The Union must further provide, when requesting the Housing Authority to terminate the employee, the following written notice to the Housing Authority:

"The Union certifies that (employee's name) has failed to tender the agency shop service fee required as a condition of employment under this Agreement and that under the terms thereof, the Union requests that Housing Authority terminate the employee."

C. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502. Employees shall be free to join or refrain from joining employee unions.

D. Union Stewards And Union Representation

1. The Housing Authority recognizes and agrees to deal with the accredited Union job stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.
2. A written list of the Union job stewards shall be furnished to the Chief Executive Officer upon request, and the Union shall notify the Chief Executive Officer promptly in writing of any changes of job stewards.
3. The number of Union job stewards shall not exceed three (3). Any change in the number of stewards shall be made only by mutual written agreement of the Chief Executive Officer and the Union.
4. While a steward for the bargaining unit of the aggrieved employee or a representative of the Local may investigate the specified grievance and assist in its presentation, investigation shall not occur during work time of either the steward or the aggrieved employee. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the employee's supervisor and steward's supervisor.
5. Upon notification to the Housing Authority's Chief Executive Officer, a representative of Local #856 who will be representing the employee in the grievance and appeal procedure may visit the Housing Authority at any time mutually agreeable to the Chief Executive Officer and the Union representative for the purpose of preparing the case for appeal. The Chief Executive Officer shall not unreasonably withhold agreement.
6. A representative of the Housing Authority, at the Chief Executive Officer's option, may accompany the parties. In addition, the representative and the Union President, or his/her designated representative may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Housing Authority, not during an employee's work time, and for a reasonable period of time. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the employee's supervisor and steward's supervisor.
7. During any such visits, representatives, job stewards, and Union officers shall not in any way interfere with the orderly and efficient operation of the Housing Authority.
8. The Housing Authority's Chief Executive Officer shall, upon written request of the Union, meet monthly at a mutually agreed upon time with such job

stewards of the Union who desire to attend the meeting. The purpose of any such meeting is to informally discuss matters of concern and/or interest to either party. The Union business agent may attend the meeting.

E. Union Business

1. Members of the Union Negotiating Committee shall be granted leave from duty with pay and benefits for the purpose of negotiating the terms of an agreement when such negotiating meetings take place at a time during which such members are scheduled to be on duty. Leave from duty shall not be granted for the purpose of planning for or preparation for negotiations.
2. Authorized non-employee Union representatives may have access to Housing Authority work locations after first notifying the Chief Executive Officer of the time of a visit to a work location and the nature of the business to be transacted, for the purpose of investigation and processing of grievances, provided that contact with bargaining unit members shall occur only on rest breaks or meal periods and not during work time. For grievance investigation and processing, if additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the employee's supervisor and steward's supervisor.
3.
  - a. The Housing Authority shall make available to the Union, upon its reasonable request, any existing documents, statistics, and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
  - b. The Housing Authority will provide the Union with copies of all personnel actions related to general bargaining unit members as they are issued. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions (suspensions, demotions, reductions of pay step in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
4. The Housing Authority will arrange to transmit or make available to a Union designated job steward a copy of the Housing Authority Commission's regular and special meetings' public session agenda in advance of the meetings.
5. The Union shall be permitted, with the prior written notification to the Housing Authority's Chief Executive Officer, to place ballot boxes in Housing Authority-designated places at Housing Authority work locations for the purpose of collecting unit members' ballots on all Union issues subjected to ballot except ballots described in law and except ballots regarding job actions. Such boxes shall be the property of the Union, and neither the ballot boxes nor the ballots

shall be subjected to the Housing Authority's review. The Housing Authority shall not be responsible for damage to or loss of Union ballot boxes.

6. Incidental personal use of computers is permitted for business-oriented communication between bargaining unit employees and paid staff of the Union. Such personal use of Housing Authority computers must not consume more than a trivial amount of resources, must not interfere with employee productivity, must not interfere with or preempt any Housing Authority business, and must not be for the purpose of planning for or engaging in any concerted activities against the Housing Authority.
7. Employees may use the Housing Authority's messenger service for Union business, provided no violations of law are permitted and further provided letters shall not be placed in the messenger service, nor shall it be used for planning for or engaging in any concerted activities against the Housing Authority.

F. Bulletin Boards And Housing Authority Vehicles

1. For purposes of posting Union notices, the Housing Authority shall provide the Union with space on bulletin boards currently in any facility where the Union has employees it represents. Such notices maybe posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.
2. In the event a dispute arises concerning the appropriateness of material posted by the Union, the Principal Officer of the Union Local will be advised by the Chief Executive Officer of the nature of the dispute, and the posted material will be removed until the dispute is resolved.
3. Without prior permission from the Chief Executive Officer, employees shall not place on any Housing Authority vehicle, facility, or property any Union decals, placards, or other Union insignia or sign or non-Union material.

G. List Of Employees

Upon written request of the Union, the Housing Authority will provide the Union with a list of general bargaining unit members. The Housing Authority shall not be obligated to provide such list more than once per three calendar months.

- H. The State Mediation and Conciliation Service may conduct any election required by law or required pursuant to a written agreement between the Union and the Housing Authority.

**ARTICLE IV  
HOUSING AUTHORITY RIGHTS**

- A. All matters not specifically enumerated as within the scope of representation in Government Code §§3500-3511 and/or designated as rights shared with the Union are reserved to the Housing Authority. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operations, geographical, and organizational structure of the Housing Authority, including the chain of command, division and allocation of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  2. The financial structure of the Housing Authority, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  3. The acquisition, disposition, number, location, types, and utilization of all Housing Authority properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, services, and activity functions assigned to such properties;
  4. All services to be rendered to the public and to Housing Authority personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed;
  5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, supervisory and managerial personnel, so long as such utilization does not result in the layoff of existing bargaining unit members; and the methods of selection and assignment of such personnel;
  6. The Housing Authority's policies, procedures, objectives, goals, and programs, including but not limited to housing admission, rejection, and exclusion; personnel; housing residents; public health and safety; racial and ethnic balances; and emergency situations with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the Housing Authority; equal employment policies and programs to improve the Housing Authority's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, functions, activities, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
  8. The job classification and the content and qualifications thereof;
  9. The duties, schedules and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
  10. The dates, times, and hours of operation of the Housing Authority's facilities, functions, and activities;
  11. Safety and security measures for housing residents, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties of all personnel with respect to such matters;
  12. The rules, regulations, and policies for all unit members (which are not subject to meet and confer requirements), housing residents, and the public;
  13. The retirement of unit members under PERS for disability; and
  14. The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the Housing Authority not limited by the language of this Agreement.
- B. All other rights of management of the Housing Authority not expressly limited by the language of this Agreement are also expressly reserved to the Housing Authority.
- C. The exercise of any right reserved to the Housing Authority herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Housing Authority's right or preclude the Housing Authority from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- D. The Housing Authority retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency, for the purposes of this Article, shall be an incident where the safety or health of the public or employees is at threat.



- E. The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation of this Agreement.
- F. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the Housing Authority is not subject to the grievance provisions set forth in this Agreement. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.
- G. Housing Authority to appoint, promote, transfer, demote, suspend, reduce pay in class, separate, and/or terminate the employment of Housing Authority personnel is vested in the Chief Executive Officer.

## **ARTICLE V COMPENSATION**

- A. When new positions in the general bargaining unit are established by YCH or if the job description of an existing position in the bargaining unit is substantially changed, YCH shall assign a proposed wages range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay wages in the proposed wages range to affected employees. The Agreement will then be subject to reopening for the sole purpose of negotiating a wages range for the position, and only if so requested in writing by the Union and filed with the Chief Executive Officer within fifteen (15) calendar days after the information is forwarded to the Union.
- B. Wages:
  - 1. Notwithstanding any other provision of this Agreement, during the term of this Agreement, the parties have agreed that covered employees will work a forty (40) hour, four day work week subject to the scheduling rights of YCH.
  - 2. Effective July 1, 2017 wages shall be increased by an amount equal to 5.5%.
  - 3. Effective July 1, 2018 wages shall be increased by an amount equal to 2.5%.
  - 4. Effective July 1, 2019 wages shall be adjusted by the Consumer Price Indices for All Urban Consumers, California and United States (CPI-U), at an amount not less than 2% and not more than 4%. CPI-U shall mean the percentage increase, if any, in the CPI -U for the twelve (12) month period ending June 30, 2018.
- C. Anniversary Date: The anniversary date for each employee for purposes of wages

schedule movement is the employee's first day of paid service in probationary status.

D. Merit Pay Annual Increase:

1. Each bargaining unit classification shall have a wages range which includes five steps. Permanent full-time employees will receive and shall be entitled to a one step increase in wages annually on his/her anniversary date (up to the top (fifth) step in the range) during the term of this Agreement unless his/her overall job performance has been evaluated by his/her evaluator as less than satisfactory. In that event, the employee shall remain at the same wage until s/he has received the next annual evaluation and has received an overall performance rating of satisfactory or higher at which time, prospectively, the employee shall receive the one step increase, up to the maximum wage step in the range (unless s/he was already at the maximum wage step in the range). An employee shall automatically receive the one step increase after sixty (60) calendar days from the anniversary date if no annual evaluation has been given.
2. A new probationary employee shall not be entitled to a merit pay (annual) increase during the probationary period, even if such period is extended beyond one (1) year.
3. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure, but a less-than-satisfactory rating that causes a denial of the merit pay increase may be appealed to the Chief Executive Officer. The Chief Executive Officer's decision shall be final and binding on the parties.

- E. Longevity Steps: Permanent full-time employees will receive and shall be entitled to longevity steps during the term of this Agreement. Effective July 1, 2017 an employee who has been at the existing maximum wage for three (3) years and has received at least a satisfactory overall rating in each of the last three annual evaluations shall be entitled to a two and one-half percent (2 ½%) increase above the maximum wage. A second longevity pay increase of two and one-half percent (2 ½%) shall be awarded following an additional three years of employment during which the employee has received at least a satisfactory overall rating in each of the last three annual evaluations. A third longevity pay increase of two and a half percent (2 ½%) shall be awarded following an additional four (4) years of employment beyond the effective date of the second longevity pay increase provided the employee obtains at least a satisfactory overall rating in each of the last three annual evaluations. A fourth and final longevity pay increase of two and a half percent (2 ½%) shall be awarded following an additional five (5) years of employment beyond the effective date of the third longevity pay increase provided the employee obtains at least a satisfactory overall rating in each of the last three

annual evaluations. No further or additional longevity pay increases shall be awarded with respect to any particular job classification.

F. Health and Welfare Benefits:

1. Upon execution of this Agreement the Housing Authority shall implement a cafeteria benefit plan for medical, dental and vision insurance plans for each employee. Under the cafeteria benefit plan, employees shall receive a monthly amount to put towards the cost of medical, dental and vision insurance as set forth below:
  - a. Employee only: \$690.00
  - b. Employee plus one dependent: \$1,100.00
  - c. Employee plus family: \$1,405.00
  - d. No coverage (medical): \$545.00
2. The Housing Authority will pay \$88 per month towards basic dental premiums for all covered employees.
3. Married employees shall not individually select employee only plans and shall decide amongst themselves whom shall be the designated employee for the purposes of enrollment in the employee chosen plan. All dependents shall be enrolled under the designated employees plan.
4. Employees may select from the PERS medical insurance plans now in effect. Unless there is a written agreement between the parties to leave the PERS medical plans, the medical plans utilized through PERS will remain in effect. Employees must continue dental coverage. Buy up dental and vision coverage is optional.
5. Any amount remaining in the cafeteria plan after payment of medical, dental and vision insurance premiums selected by the employee or any amount remaining of any opt out payment may be taken in wages, directed to a deferred compensation account, or directed to cover the employee's share of the PERS contribution.
6. An employee may opt out of the cafeteria plan upon providing written verification of current health coverage through a group health insurance plan to the Housing Authority. In the event of such an opt out by an employee the employee shall receive an opt out payment in the amount of \$545.00.
7. Stop loss. If during the term of this Agreement, the cost of the least expensive medical insurance for employee only, employee plus one dependent, or employee plus family offered shall exceed the cafeteria plan

amount set forth herein by more than \$10.00 per month, the Agency shall increase the cafeteria amount by an amount not to exceed \$100.00 per month to meet the increased cost of the cafeteria plan and limit the employee's share of any increase to \$10.00 per month unless and until the amount paid by the Agency to meet such increased cost shall reach \$100.00 per month per employee.

8. No sooner than October 2018, either party, in its discretion and in good faith, shall have the right to re-open the provisions of Article V, Section F to negotiate new insurance language to the extent that the cafeteria benefit plan no longer covers the cost of the least expensive medical insurance for an employee only, employee plus one dependent, or employee plus family.

G. Bilingual Differential.

1. Employees qualifying as bilingual in a language as spelled out in the Agency's LEP or otherwise deemed to be a benefit to the Agency pursuant to a test given by an outside provider selected by the Housing Authority shall receive differential pay in the amount of \$50.00 per month for employees having Level I Translation for a second spoken language other than English, \$65.00 per month for employees having Level II Translation for a second spoken language other than English and \$85.00 per month for employees legally qualifying as bilingual in a second language other than English with respect to reading, writing and speaking. This provision shall not apply where only single non-English speaking ability (e.g. Spanish) is the requirement for a particular job classification or assignment. Employees who speak, read and write more than one language other than English are eligible for only one bilingual differential pay.

## **ARTICLE VI**

### **HOURS AND CONDITIONS OF WORK**

A. Alternate Work Schedules

1. Any employee or group of employees desiring an alternate work schedule may request in writing that such be established by YCH.
2. For purposes of this Section, alternative work schedules shall mean a biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days with no more than ten (10) hours scheduled on any workday.
3. Employees in the Maintenance Division are permitted under this Agreement to establish a rotational schedule for the purposes of covering weekend and

on call job requirements. In no event shall employees rotate more often than three (3) times a year or triennially and the final determination and approval of any such flexible schedule shall be made by the Housing Authority based on the reasonable needs of the Authority.

4. The Housing Authority shall work with any covered employee so desiring to establish a flexible forty hour per week schedule under the terms of this Agreement. The final determination and approval of any such flexible schedule shall be made by the Housing Authority based on the reasonable needs of the Authority.

B. Mileage:

1. An employee shall be entitled to reimbursement for each mile traveled on YCH business in his/her private vehicle.
  - a. Travel between home and office is not reimbursable.
  - b. Travel from office to office and return, on YCH business, is reimbursable.
  - c. Travel between home and a YCH business destination (not regular office) may be only partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable.
  - d. All mileage claims are due within thirty (30) days after incurred. A check will be issued to the employee during the next accounts payable run, but not later than fourteen (14) days. The rate of reimbursement shall be equal to the rate approved by the Internal Revenue Service without attribution to income.

C. Meals:

1. Employees shall be entitled to reimbursement for reasonable and necessary meal expense incurred while on official YCH business approved by the Chief Executive Officer in an amount equal to federal per diem rate set for the Sacramento/Yolo area, excluding where those incidentals are included in the cost of the training or conference.
2. Employees will be reimbursed for reasonable and necessary meal expenses incurred and approved during the next scheduled accounts payable processing, but not more than thirty (30) days after submission.
3. Meal reimbursement shall be made in conformance with IRS

regulations. Receipts are not required for per-diem reimbursements at the rates consistent with IRS regulations.

D. Lodging:

Employees shall be entitled to reimbursement for reasonable and necessary lodging while out of the County on official YCH business, as approved.

E. Advance Travel:

YCH may provide employees with advance travel funds.

F. Miscellaneous Travel:

1. Costs of taxi fares, telephone calls, internet access, business center services (i.e. printing, computer use) and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
2. Reimbursement for these costs, where receipts are not available, shall be submitted to the Chief Executive Officer to determine the reasonableness of cost, and shall be paid upon the Chief Executive Officer's written approval.
3. Hourly employees shall be paid for time spent traveling round trip and attending work related activities including conferences and trainings with prior approval of such attendance or travel according to state and federal law.

G. Timekeeping

1. Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Housing Authority to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.
2. Employees shall accurately record the time they begin and end their work as well as the beginning and ending time of any split-shift or departure from work.
3. Altering, falsifying, or tampering with time records, or recording time on another employee's time record is cause for disciplinary action, up to and including immediate dismissal from employment, pursuant to the procedure set forth in this Agreement.
4. It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Employees are prohibited from signing another

person's time record for that person. The supervisor will review and then initial the time record before submitting for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

5. YCH may implement a time-clock system for recording time worked and may develop and promulgate rules for employees in the use of such a system.

H.. Breaks:

1. During each full (10 hours) workday, employees are entitled to two (2) paid rest periods of fifteen (15) minutes each. To the extent possible, the employee should take rest periods as close to the middle of each four-hour work period as possible. Since rest periods are counted as hours worked, employees must not be absent from their workstations during the allotted rest period without the permission of their supervisor. Rest periods cannot be saved and used to extend lunch or to leave early/come in late to work. Supervisors are responsible for scheduling rest periods.

I. Overtime

1. Except as provided below, all hours actually worked in excess of the standard forty (40) hour work week by a nonexempt employee shall be paid at the overtime rate (one and one-half (1 ½) times the employee's regular rate of pay during non-overtime hours), in accordance with the Fair Labor Standards Act (FLSA). All time paid for hours not worked (e.g., paid holidays, sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime.
2. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled by their supervisor to work overtime hours. The Chief Executive Officer reserves the right to assign employees to jobs other than their usual assignments when required. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of his/her supervisor for that particular overtime work. However, Senior Maintenance Worker and Senior Migrant Center Coordinator class staff or above is authorized to provide up to three hours of overtime work for after-hours emergency repair situations without prior approval of the supervisor. Any additional time over this three hour authorization must have prior approval of the supervisor.
4. Time worked: Employees shall record all time worked including time worked over their normal schedule on the timesheet at the time it actually occurs.

Compensatory Time Off (CTO) will be logged on a daily basis.

5. Weekends: Weekend work does not automatically qualify for CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.

J. Weekend Pay Differential

Employees in the Maintenance Division who are required to work on Saturday or Sunday shall be entitled to a pay differential in the amount of \$2.50 per hour worked. Said differential shall not apply to paid holidays, sick days, vacation, or other paid leave.

K. Compensatory Time Off (CTO)

For each pay period in which an employee works authorized overtime, the employee shall choose whether the employee is to be paid for the overtime or is to receive compensatory time off. Compensatory time off for overtime is earned at the same rates as overtime pay. For the term of this Agreement, no employee may accrue more than one hundred (100) hours of compensatory time off credit. There is no employee buy-back right for accumulated CTO, except at termination of employment.

L. Call Back Pay

When an employee is called back to work after s/he has completed an assigned shift and has left the worksite, the employee shall be credited for one (1) hour of work, plus any and all time worked in excess of one (1) hour in which the employee is continually engaged in assigned work. The time worked for which the employee is entitled to compensation shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route. Commencing July 1, 2012, the employee shall be credited for two (2) hours of work, plus any and all time worked in excess of two (2) hours in which the employee is continually engaged in assigned work.

M. Stand By Duty

1. Assignment of stand-by duty will be mandatory to the Senior Maintenance Worker class or above at the discretion of management. Stand by duty may be assigned to Maintenance II Worker class by management. When an employee is assigned stand-by duty, the employee's supervisor or management shall attempt to inform the employee at least one (1) week in advance except in unforeseen circumstances. Stand-by duty shall be assigned on a weekly basis. In the event an employee is unable to fulfill the stand-by duty due to illness or other reasons, it is the employee's responsibility to find a backup. The employee shall notify the supervisor in the event of any changes to the stand-by duty schedule. If the employee is



unable to find a backup, the employee shall contact the supervisor for assistance.

2. Employees on stand-by duty shall be paid at the rate of thirty dollars (\$30) per day, except on Fridays, Saturdays, Sundays, and holidays. Employees on stand-by duty shall be paid at a rate of forty-eight dollars (\$48) per day on Saturdays, Sundays, and holidays. If an employee who is on stand-by duty is required to work, s/he shall also be paid compensatory time for those hours worked during the stand-by period. If an employee who is on stand-by duty is required to work, s/he shall be paid compensatory time for those hours worked during the stand-by period at the following rates: a) for any hours up to forty in a workweek, s/he shall be paid at his/her regular rate of pay; or b) for any hours in excess of forty in a workweek, s/he shall be paid at the same rates as overtime pay.
3. Stand-by duty requires the employees so assigned:
  - a. To be ready to respond immediately to calls for service;
  - b. To be reachable by telephone or radio;
  - c. To remain within a reasonable distance of the work location; and
  - d. To refrain from activities which might impair their ability to perform assigned duties.

N. Uniform Allowance.

The Housing Authority shall provide a reasonable uniform and work boot allowance for employees required to wear uniforms in an amount to be determined by Housing Authority management and listed in the Housing Authority's Uniform Policy.

## **ARTICLE VII LEAVES OF ABSENCE, HOLIDAYS AND VACATION**

A. Attendance and Absences.

1. One of the basic indicators of an employee's performance is regular attendance. An employee must be on time. Whenever an employee is unable to come to work or will be more than a few minutes late, the employee must let his/her immediate supervisor know of the expected absence or late arrival as soon as possible.
2. If an employee is sick or injured and cannot come to work, YCH needs an employee's cooperation to properly cover her/his job. Therefore, an employee must notify his/her immediate supervisor/Department Head that s/he will be absent and of when s/he expects to return to work. If an employee does not know his/her return date, the employee must call his/her immediate

supervisor/Department Head each day within the one (1) hour period before the beginning of his/her regularly scheduled shift.

3. If an employee knows in advance that s/he is going to be absent, s/he must schedule the absence with his/her immediate supervisor/Department Head a reasonable time in advance of the absence.
4. Excessive absence and failure to report absence on time may lead to discipline, up to and including dismissal from employment. Absences are excessive if they occur frequently or if they show a pattern.

B. Holidays

1. All YCH general bargaining unit employees shall be entitled to the following holidays with ten (10) hours of holiday pay:
  - a. Independence Day-July 4<sup>th</sup>
  - b. Labor Day-(1<sup>st</sup> Monday of September)
  - c. Veteran's Day (November 11<sup>th</sup>)
  - d. Thanksgiving Day (4<sup>th</sup> Thursday of November)
  - e. Day After Thanksgiving
  - f. Christmas Day (December 25<sup>th</sup>)
  - g. New Year's Day (January 1<sup>st</sup>)
  - h. Martin Luther King Jr.'s Birthday (Observed 3<sup>rd</sup> Monday of January)
  - i. President's Day (3<sup>rd</sup> Monday in February)
  - j. Memorial Day (last Monday in May)
  - k. Two (2) Floating Holidays. (See Section B.6, below.)
  - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.
2. Should a holiday fall on a scheduled work day, the employee shall take that work day off from work. Should a holiday fall on a non-scheduled work day, an employee shall be entitled to the previous or subsequent work day to the holiday, or to add the holiday hours to

his/her holiday bank; providing that the observance is scheduled and approved in advance with the employee's supervisor.

3. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
4. Employees on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.
5. Employees who are required to work on a holiday shall be compensated at one and a half (1 ½) times the employee's regular rate of pay.
6. All YCH general bargaining unit employees receive during a given fiscal year two (2) paid floating holidays which may be taken off at any time during the year with the advance approval of the immediate supervisor/Department Head. An employee may have only two floating holidays during any given fiscal year. If an employee has two (2) unused floating holidays on the books, s/he will not be given any new floating holidays until some of the two (2) unused days have been used. Upon termination of employment, the employee's unused floating holiday(s) shall be paid at his/her current straight-time rate.
7. Employees hired after July 1st shall be credited with floating holiday time at the rate of one (1) hours for each month remaining in the fiscal year from the date of employment.

C. Vacation

- I. Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.
2. Temporary employees are not eligible for vacation leave. All other general bargaining unit employees shall be entitled to accrue vacation days beginning on the first day of employment. Permanent full-time and part-time employees are eligible to earn and use vacation time at a pro rata accrual rate, depending on the number of hours worked per workweek. Probationary full-time and part-time employees are eligible to earn non-vested vacation time at a pro rata accrual rate beginning on the first day of employment, depending on the number of hours worked per workweek. During the first six months of employment for a probationary employee, credit for vacation time is earned but does not accrue or vest and is not usable within the first six months of employment. The non-vested vacation credit earned by probationary employees will become vested and usable after six months of employment is completed.

3. In order to allow a well-coordinated schedule, an employee shall submit his/her request for vacation leave at least thirty (30) calendar days prior to when s/he would like to take his/her vacation. The form is to be signed by the employee and the employee's immediate supervisor/Department Head or his/her designee, and attached to the appropriate month's time sheet. The request form shall be submitted to the Chief Executive Officer for approval. Approval will depend on whether, in the Chief Executive Officer's determination, the request would impose an undue hardship on YCH's workload.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service. The maximum vacation time and maximum permissible accruals listed in this section are in addition to any compensatory time off (CTO) to which the employee may be entitled.
5. Vacation Accrual for Regular, Full-Time Employees:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
3 Years or Less	80 Hours	6.67 Hours	200 Hours
After 3 Years	120 Hours	10.00 Hours	300 Hours
After 11 Years	128 Hours	10.67 Hours	320 Hours
After 12 Years	136 Hours	11.33 Hours	340 Hours
After 13 Years	144 Hours	12.00 Hours	360 Hours
After 14 Years	152 Hours	12.67 Hours	360 Hours
After 15 Years	160 Hours	13.33 Hours	360 Hours
After 16 Years	168 Hours	14.00 Hours	360 Hours

The accrual rates in the above table are based on a forty hour work week. Part-time employees will accrue vacation on a pro rata basis based on the number of hours worked during a week.

6. An employee who reaches the maximum accrual amount does not accrue additional vacation leave until s/he utilizes vacation leave so that there is room under the maximum accrual cap. The maximum accrual amount is three hundred sixty (360) hours.
7. When an employee is within six (6) months of reaching the employee's maximum accrual of vacation, the employee and the employee's supervisor

shall agree to a schedule of time off to avoid exceeding the maximum accrual. In the event that it is not possible for the employee to schedule the appropriate time off the employee will either be allowed to exceed the maximum accrual or receive cash payment each pay period for accrued vacation at the agency's option until it is appropriate for the employee to take time off.

8. Any employee who has accrued compensatory time in excess of one hundred (100) hours shall be ineligible to accrue any further CTO. Employees having existing CTO balances in excess of one hundred hours at the effective date of this Agreement, shall not have such balances reduced by this provision, but once such employees have used that portion of excess CTO leave and reduced their CTO balance to or below one hundred hours, the hundred hour limit shall be the maximum amount of CTO all such employees may accrue.
9. An employee continues to accrue vacation leave while on any authorized and compensated paid leave but does not accrue any vacation leave during any leave without pay.
10. Upon separation from YCH employment, employees will be paid for unused vacation time, CTO, and personal holidays. Probationary employees will not receive payment for non-vested vacation time if separation occurs prior to six months employment. The employee's current rate of pay prior to the date of termination will be used to calculate payment.
11. An employee who becomes ill while on vacation and desires to claim sick leave rather than vacation leave shall make such a request as soon as possible after s/he desires sick leave to begin. The Chief Executive Officer may require a medical doctor's certification that the employee has been examined and is ill.

D. Leave Buy-Back

1. Employees may sell back up to eighty (80) hours of vacation during any fiscal year so long as they maintain at least a minimum balance of forty hours (40) after any such sell back of leave time. Employees may elect to sell back hours more than once a year, but not more than eighty (80) hours annually.
2. All requests for buy-back shall be submitted in writing to the YCH Accounting Department for processing. Payments will be issued as soon as administratively feasible.

E. Sick Leave

1. Sick leave is an employee benefit provided by the YCH for periods of temporary absence due to illnesses or injuries. YCH temporary employees are not eligible for sick leave. All other YCH general unit employees, including probationary employees, shall be entitled to accrue sick leave. It is not an earned right to be used like vacation time. Sick leave is granted to an employee when s/he must be absent from duty because of an illness or injury.
2. All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each one month of service. Regular part-time employees shall accrue sick leave at their pro rata rate. Sick leave shall be credited as of the first of each month following the completion of one (1) month of employment. All unused sick leave may be carried forward into the next year.
3. Pay for any day of sick leave absence shall be the same as the pay that would have been received had the employee worked on the day of illness.
4. Employees who are unable to report to work due to illness or injury shall notify their supervisor by telephone before the scheduled start of their workday. Their supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor. When the employee returns to work, s/he must sign an absence request form and have it approved by the immediate supervisor/Department Head; otherwise the employee shall be docked for the time absent. All employees may be required to submit a physician's written verification of the employee's illness or injury for any such absence.
5. Notwithstanding the provisions of this section E, and recognizing a potential for abuse of sick leave, the Chief Executive Officer may employ reasonable means to determine the validity of any sick leave use. The Chief Executive Officer may require a licensed physician's statement verifying the need for any sick leave of three (3) days or more including medical appointments, illness, injury, and beginning and expected ending dates. Any employee who is on an excused absence for more than three (3) days due to illness or injury must contact his/her immediate supervisor/Department Head prior to returning to the workplace.
6. Sick leave may be applied to:
  - a. An absence due to an employee's personal illness or injury.
  - b. Medical and dental appointments provided the employee notifies the Department Head or his designee, in advance.
  - c. Care for an ill spouse, child, or other member of the employee's household.

- d. Death in the employee's immediate family.

F. Leaves of Absence

1. Introduction:

- a. It is YCH's policy to grant leaves of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence approved by YCH are on an unpaid basis.
- b. Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and YCH's ability to obtain a satisfactory replacement during the time the employee is away from work.
- c. Employees having any questions regarding this policy should contact the Resource Administrator.

2. Family Care and Medical Leave:

- a.. Eligibility: To be eligible for family care and medical leave, an employee must:
  - (1) have worked for YCH for at least twelve (12) months prior to the date on which the leave is to commence; and
  - (2) have worked for YCH at least 1,250 hours in the twelve (12) months preceding the leave.
- b. Permissible Uses of Family Care and Medical Leave: "Family care leave" may be requested for:
  - (1) the birth or adoption of an employee's child;
  - (2) the placement of a foster child with the employee; or
  - (3) the serious health condition of an employee's child, spouse, or parent. "Medical Leave" may be requested for an employee's own serious health condition. "Serious health condition" is one that requires either inpatient care in a medical facility or continuing treatment or supervision by a health care provider.

- c. Substitution of Paid Leave for Family Care and Medical Leave: Employees are required to substitute accrued vacation time and other paid personal leave for all family care and medical leaves. Employees are required to substitute sick leave only for medical leaves.
- d. Amount of Leave:
  - (1) Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks of family care and medical leave in a twelve (12) month period. The twelve (12) month period commences on the first day on which the first family care or medical leave is taken. Spouses who are both employed by YCH may take a maximum combined total of twelve (12) weeks of family care leave in a twelve (12) month period for the birth, adoption, or foster care of their child.
  - (2) The substitution of accrued paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond twelve (12) weeks in a twelve (12) month period. For example, if an employee has accrued four (4) weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four (4) weeks of family care or medical leave, leaving up to eight (8) additional weeks of unpaid leave.
  - (3) Family care leave taken for the birth, adoption, or foster care placement of a child must begin within one (1 )year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Chief Executive Officer's permission. The Chief Executive Officer retains the discretion to temporarily transfer the employee to an alternative position for which the employee is qualified and which better accommodates recurring periods of intermittent leave or leave on a reduced schedule taken for the employee's own serious medical condition. (29 CFR Sec. 825.204(a).)
- e. Procedure for Requesting Family Care and Medical Leave:
  - (1) Notice requirements:
    - (a) The employee should notify the Chief Executive Officer of his/her request for family care or medical leave as soon as s/he is aware of the need for such leave. For foreseeable events, if possible, the employee must provide thirty (30) calendar days' advance written notice to the Chief Executive Officer of the



need for family care or medical leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Chief Executive Officer, in writing, as soon as s/he learns of the need for the leave, ordinarily no later than two (2) to three (3) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be asked to reschedule the treatment so as to minimize disruption of the Housing Authority operations. If an employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the Chief Executive Officer reserves the right to deny the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for family care or medical leave.

- (b) All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

(2) Medical Certification:

- (a) Any, request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider.
- (b) The employee must provide the required medical certification within fifteen (15) calendar days after the Chief Executive Officer's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen days of being asked to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification. The medical certification for a child, spouse, or parent with a serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the

health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care leave.

- (c) The medical certification for leave for the employee's own serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position. In addition, the Chief Executive Officer may require the employee to obtain a second opinion from a doctor of the Chief Executive Officer's choosing at YCH's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the Chief Executive Officer may require a third opinion, also at YCH's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the Chief Executive Officer also may require the employee to provide medical certification that s/he is able to return to work.
- f. Leave's Effect on Pay: Except to the extent that other paid leave is substituted for family care or medical leave, family care leave is unpaid.
- g. Leave's Effect on Benefits:
  - (1) During an employee's family care or medical leave, YCH shall continue to pay for the employee's participation in YCH's group health plans, pension and retirement plans, and supplemental unemployment benefit plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.
  - (2) If the employee fails to return from the leave for a reason other than the recurrent or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the employee shall reimburse YCH for any health premiums paid by YCH on the employee's behalf during any unpaid periods of the leave.
- h. Leave's Effect on Reinstatement:
  - (1) Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. YCH retains the right to deny reinstatement to employees who are among the highest-paid ten percent (10%) of YCH's employees and whose reinstatement would cause substantial

and grievous economic injury to YCH's operations.

- (2) If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the employee may, at YCH's option, be required to reimburse YCH for any health premiums paid by YCH on the employer's behalf during any unpaid periods of the leave. The employee also may, at YCH's option, be required to reimburse YCH for such health premiums paid during the employee's unpaid leave if, upon the employee's return, the employee requests and is granted a reduced work schedule for which such benefits would not be paid by YCH.
  - (3) Employees on family care medical leave accrue employment benefits, such as sick leave and vacation benefits, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.
- i. Non-Discrimination. YCH recognizes the value of family care and medical leave and will not discriminate against any employee who exercises his/her right to such leave. Details concerning the applicability of the federal Family Medical Leave Act and California's Family Rights Act to an employee's particular situation are available from the Resource Administrator.

3. Pregnancy-Related Disability:

- a. Any employee who is disabled on account of pregnancy, childbirth, or a related medical condition may request a pregnancy-related disability leave. This leave may be for the period the employee's doctor verifies that the employee is disabled by pregnancy, childbirth, or a related medical condition, and that the employee is unable to perform her job, up to a maximum of four months. This, leave is in addition to any family care or medical leave to which the employee may be entitled under YCH's Family Care and Medical Leave policy. The employee must consult with YCH and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to YCH's operations. Any scheduling, however, shall be subject to the approval of the employee's health care provider.
- b. YCH will provide a reasonable accommodation to an employee disabled by pregnancy, childbirth, or related medical condition, if she so requests, with the advice of her health care provider. Such reasonable accommodation may include a temporary, transfer to a less strenuous or hazardous position, if the employee so requests and is qualified to perform the job, with the advice of her physician. However, YCH will not create an additional position for such an accommodation nor will the Chief Executive Officer discharge

any employee or transfer an employee with more seniority.

c. Leave Requests:

- (1) For foreseeable events, if possible, the employee must provide thirty (30) days advance notice of the need for such leave. For events that are unforeseeable thirty (30) days in advance, the employee must notify the Chief Executive Officer as soon as practicable.
- (2) All leave requests must include the anticipated date(s) and duration of the leave. Any requests for extension of such leave must be received by the Chief Executive Officer at least five (5) working days before the date on which the employee was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave.

d. Terms of Pregnancy Leave

Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically available, as determined by the employee's health care provider. If it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and it is foreseeable based on planned medical treatment because of pregnancy, the Chief Executive Officer may require the employee to transfer to an available alternative position. This alternative position shall have the equivalent rate of pay and benefits; the employee must be qualified for the position; and it must better accommodate recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. Transfers to an alternative position may include altering an existing job to accommodate better the employee's need for intermittent leave or a reduced work schedule.

e. Certificate of Eligibility

- (1) Employees must consult with the Resource Administrator to determine their eligibility for the leave, the length and terms of the leave, and reinstatement.
- (2) The provisions of YCH's Family Care and Medical Leave policy regarding notice (Section F(2)(e)(1)), the effect of the leave on medical certification requirements (Section F(2)(e)(2)), the effect of the leave on pay (Section F(2)(f)), and the leave's effect on reinstatement (Section F(2)(h)) also apply to all pregnancy-disability related leaves.

f. Non-Discrimination

YCH recognizes the value of pregnancy disability leave and will not discriminate against any employee who exercises her right to such leave. Details concerning the applicability of the pregnancy-related disability leave provisions in California's Fair Employment and Housing Act to an employee's particular situation are available from the Chief Executive Officer or designee.

4. Other Disability Leaves: In addition to medical leaves described in the other provisions of Section F, an employee may request a temporary disability leave of absence if necessary to reasonably accommodate a work place injury or an ADA-qualified disability. Any disability leave under this section will begin after the employee has exhausted any medical leave to which the employee is entitled under Section F(2) (Family Care, Medical and Other Leave) of this Article. Employees taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves (Section F(2)(f), and medical certification (Section F(2)(e)(2)). For the purpose of applying these provisions, a disability will be considered to be a serious health condition. During a disability leave under this section, employees are not entitled to any continued employer contributions towards any employee benefit plan. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

5. Legally Required Leaves of Absence:

- a. Employees will be granted leaves of absence as required by law for the purpose of fulfilling any required legal or military obligation, including but not limited to jury duty, appearance as a witness in a legal proceeding, military reserve duty, appearance at school by a parent when requested (pursuant to the Education Code), performance of emergency duty by a volunteer firefighter, and appearance as a victim of domestic violence in a legal proceeding to obtain relief to ensure the health, safety, or welfare of the employee or his/her child. Jury duty paid leave will be limited to eighty (80) hours except with the express prior approval of the Chief Executive Officer.
- b. Employees who are parents, guardians, or grandparents having custody of one or more children in grades 1-12, inclusive, or if the children attend a licensed child day care facility, such employees may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month to participate in activities of the school or licensed child day care facility of any of the employee's children attending such facilities. Any employee taking time off pursuant to

this paragraph shall utilize existing vacation, compensatory time off, or leave of absence without pay. Any such employee must give at least two weeks advance notice to the Chief Executive Officer prior to taking the time off. Any such leave shall be in compliance with the provisions of Labor Code §230.8.

- c. Employees who are not seeking leave for court appearances as victims of domestic violence are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness.
  - d. Employees who are seeking leave for court appearances as victims of domestic violence are required to provide notice of such leave unless an emergency court appearance is required for the health, safety, or welfare of the domestic violence victim or his/her child. When an unscheduled or emergency court appearance is required, the employer shall not take any action against the employee if the employee, within a reasonable time after the appearance, provides evidence from the court or prosecuting attorney that s/he has appeared in court.
  - e. For employees who are not exempt from the minimum wage and overtime requirements of the Federal Labor Standards Act, this leave will be unpaid. For exempt employees, salary during leave will be offset by any amounts received as jury or witness fees or as military pay.
  - f. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.
6. Leave of Absence Without Pay:
- a. Any regular employee may be granted a leave of absence without pay upon recommendation of his/her Department Head and approval by the Chief Executive Officer. A leave of absence without pay may be granted for illness, disability, or other appropriate personal reasons. An employee on leave of absence without pay may make arrangements, satisfactory with YCH's business officer, for continued medical and dental insurance; the employee will be required to pay both YCH's and

the employee's contribution.

- b. Request for any leave of absence without pay shall be made in writing to the Department Head and shall state specifically the reasons for the request, the date the desired leave is to begin, and the probable date of return. The Department Head shall respond within ten working days, recommending either granting or denying the request. If recommending denial, the Department Head shall state in writing the reasons for the denial. If the requested leave of absence without pay is for illness or disability, then the employee shall request leave according to the procedures set forth in Section F(2)(e)(1) and (2), above.
- c. A leave of absence without pay for a period of not more than one year may be granted upon recommendation of the Department Head and approved by the Chief Executive Officer. If an employee wishes to return to work early from a leave of absence, s/he shall provide reasonable advance notice to the Department Head and receive the Department Head's and Chief Executive Officer's approval. Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and cause for immediate dismissal.

G. Absence Without Authorization

1. If an employee is absent without proper authorization or approval, deduction shall be made from his/her pay for the period of absence, and may be considered sufficient cause for suspension or dismissal of the employee.
2. Absence without authorization or approval of more than five working days shall be considered abandonment of position and be cause for immediate dismissal.

H. Notice on Application of Leave

Any employee who is off work on pregnancy disability leave, industrial accident leave, or non-industrial disability leave (SDI) may choose to have accrued paid sick leave, vacation leave, or compensatory time applied to time off, or may choose not to have such paid leave applied. When an employee requests leave under any of the provisions mentioned above, s/he must indicate in writing before or two weeks after leave begins a preference that paid accrued leave is not to be used. In the absence of a written statement of preference from the employee that paid accrued leave is not to be used, YCH will charge paid accrued leave in an amount equal to the difference between the amount of workers' compensation or SDI benefits to which the employee is entitled and the employee's full wage or salary. Under no

circumstances may the employee be paid more than his/her full wage or salary.

## **ARTICLE VIII EVALUATION AND PERSONNEL INFORMATION**

### **A. Performance Evaluation**

1. The performance of each employee shall be evaluated by the Chief Executive Officer at least once each year, except in the employee's probationary period during which the employee shall be evaluated more frequently (but not more than three (3) times without an extension of the probationary period). The immediate supervisor of the employee shall recommend evaluation contents and ratings to the Chief Executive Officer at least sixty (60) calendar days before the employee's anniversary date, and after considering the recommendations, the Chief Executive Officer shall make the final determination, complete the evaluation, and provide a copy to the employee at least thirty (30) calendar days before the employee's anniversary date. If the completed performance evaluation is not provided to the employee at least thirty (30) calendar days before the employee's anniversary date, the employee shall be considered to have received a "satisfactory" evaluation for purposes of any applicable merit or longevity increases. The format for the evaluation (i.e., the evaluation document) shall be developed by mutual agreement of the Chief Executive Officer and the Union; until that agreement is reached, the Chief Executive Officer's determination of the evaluation documents shall be in effect.
2. If an employee feels that a performance evaluation is in error, s/he may request a meeting with the Chief Executive Officer to review the evaluation. The employee shall specify in writing any issues of disagreement. The Chief Executive Officer shall render a written decision on the controverted issues within ten (10) working days of the receipt of the request for review. The request for review may be filed only if the employee receives an overall rating of less than satisfactory. Within fifteen (15) calendar days after receiving a final evaluation, the employee may file a written response to the evaluation with the Chief Executive Officer, and the response shall be attached to the evaluation in the personnel file.
3. The performance ratings in an evaluation are not subject to the grievance procedure. Violations of the evaluation procedure are grievable but one or more procedural errors shall not result in invalidation of an evaluation unless the errors were material and adversely affected the employee's ability to perform his/her duties satisfactorily and obtain an overall satisfactory rating.

### **B. Personnel Information**

1. All employee personnel files are the property of the Housing Authority. An



employee's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the employee's employment. With the approval of their immediate supervisor/Department Head and the Resource Administrator, employees may request materials be placed in their file. This personnel file is maintained under the supervision of the Chief Executive Officer. It is confidential and only those with the responsibility and the need to know will have access to it. Employees who wish to see their personnel files may make arrangements by contacting the Chief Executive Officer or designee. The file may be viewed in the presence of the Chief Executive Officer or designee at a mutually convenient time during regular business hours.

All employees are required to notify the Chief Executive Officer or designee in writing as changes in their personal information occur. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personnel information accurate and up-to-date.

## **ARTICLE IX CLASSIFICATION AND RECLASSIFICATION**

### **A. Classification**

The Board of Commissioners shall determine the need for and number of positions and the classifications necessary to perform Housing Authority services. The Board of Commissioners retains the right to create or abolish any position or classes of positions, subject to any transfer or layoff rights provided by this Agreement.

### **B. Reclassification**

1. Any employee may petition the Department Head with a request to initiate a position classification review.
2. The Department Head shall present requests to the Chief Executive Officer to receive authorization to initiate position classification review.
3. If the Chief Executive Officer authorizes a position classification review, the review will be scheduled from the period of January 1 through June 30 of each year.
4. All affected employees should receive a copy of the recommendation from the Department Head and a summary of the rationale for the recommendation.
5. Position classification determinations are not subject to the Agreement's

grievance procedure but may be reviewed by the Yolo County Housing Commission, upon request by the Union.

6. An approved position classification will be effective on the date set by the Board of Commissioners.

C. Salary Placement Related To Reclassification

1. If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive the minimum pay in the new range, except there shall be a minimum of a five percent (5%) increase in salary, subject to the maximum salary of the new range, excluding longevity ranges. The employee shall receive a new salary anniversary date upon the reclassification.
3. If the position is reclassified to a class having a lower salary range, the employee so reclassified shall receive the maximum pay in the new range, excluding longevity ranges. The employee shall not receive a new anniversary date.
4. Where an entire class of positions in any department is reclassified, the employee incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the Chief Executive Officer first from employee incumbents in the positions within the department who have been in the position(s) for one year or more.
5. Reclassification of a position to a position with a higher salary range and greater responsibility shall be considered a promotion, and provisions regarding probationary period and rejection during probation shall apply

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**ARTICLE X  
SAFETY**

A. Working Conditions

1. YCH shall maintain adequate rest room, lavatory, and existing lunchroom facilities for use by YCH employees.
2. YCH will do its best to maintain adequate heating and cooling and ventilation at YCH workstations.

3. Pursuant to applicable law and YCH's intent to provide a safe and healthful work environment, smoking is prohibited in all YCH facilities and vehicles. Smoking also is prohibited within twenty (20) feet of any YCH facility. Smoking may be permitted in locations beyond twenty (20) feet of any YCH facility.

B. Safety Committee

1. Five (5) employees of the Housing Authority will make up the Safety Committee. The Safety Committee shall consist of the following staff members:
  - a. Safety Coordinator (Resource Administrator);
  - b. Department Managers;
  - c. Supervisors, and;
  - d. Two employees (rotating basis).
2. The Committee shall inquire into matters relating to safe working conditions and make recommendations to the Chief Executive Officer as appropriate.

C. Alcohol and Drug Policy

1. YCH recognizes that employee involvement with alcohol or drugs can be extremely disruptive and harmful to the work place. Such involvement can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and has a negative impact on work efficiency and productivity. Employees with alcohol or drug dependencies are encouraged to seek assistance.
2. The following conduct is considered unacceptable behavior:
  - a. Use, possession, manufacture, distribution, transfer, sale, or solicitation of illegal drugs on YCH property, including YCH vehicles and facilities, or while conducting YCH business;
  - b. Use, possession, manufacture, distribution, transfer, or sale, or solicitation of alcohol on YCH property, including YCH vehicles and facilities, or while conducting YCH business;
  - c. Reporting to work or conducting YCH business under the influence of alcohol or drugs, including prescription drugs that may impair the employee's ability to function properly.

3. YCH reserves the right to investigate any possible violations of this Alcohol and Drug Policy as provided for in Section 2002.3 of YCH's Personnel Policy and Procedure Manual. An investigation may involve medical testing of employees, upon reasonable suspicion, for drug and/or alcohol use. If an employee refuses to cooperate in or participate in such an investigation, the Chief Executive Officer may take such disciplinary action as s/he deems appropriate, up to and including dismissal of employment.

## **ARTICLE XI PROBATIONARY PERIOD**

- A.
  1. The probationary period of all new general bargaining unit employees shall be one (1) year from the date of hire. The probationary period is a step in YCH's hiring process. It allows the probationary employee and YCH an opportunity to determine if this is the right job for this person and the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. Approximately six (6) months into the one-(1) year probationary period and again prior to conclusion of the probationary period, the Department Head shall conduct a performance evaluation of the probationary employee.
  2. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the Chief Executive Officer without prior notice, without cause, and without a hearing. To the extent permitted by law, employee absences, except for pre-approved vacation and compensatory time off, totaling more than forty (40) hours shall serve to suspend the accumulation of credit toward completion of the probationary period for new employees.
- B. The probationary period for promotional candidates in the same bargaining unit who have achieved permanent status in a lower position shall be one hundred eighty-three (183) calendar days dating from the first day of paid service in the higher position.
- C. The Chief Executive Officer shall have the authority to order an extension of a probationary period under sections A and B, above.
- D. If a promotional candidate is rejected from probation, the employee shall be returned to the classification and the actual position previously held with permanent status, if the classification and position still exist; if it does not exist, and the employee served in a lower classification and position with permanent status prior to the one that no longer exists, s/he shall be returned to that position.
- E. All applicable procedures under Article IX – Layoffs of this Agreement shall apply if a layoff should occur due to the rejection of a promotional candidate during the probationary period, unless an immediate return of the rejected promotional

candidate occurs, in which case the prior notice requirement of layoff shall be reduced or eliminated so that two (2) employees are not serving in the same position simultaneously.

## **ARTICLE XII TRANSFERS**

The Chief Executive Officer reserves the right to transfer employees in accordance with the needs of the Housing Authority as determined in good faith by the Chief Executive Officer. No employee shall be permanently transferred between locations without ten (10) calendar days prior written notice. No employee shall be temporarily transferred without at least one (1) calendar day prior notice, except in case of emergency. Temporary transfers shall be for a period not to exceed forty-five (45) working days.

## **ARTICLE XIII LAYOFFS**

### **A. Layoff**

When for reasons of lack of funds, lack of work, reclassification, or reorganization, the Housing Authority has determined a layoff is necessary, the Chief Executive Officer shall give notice thereof to the affected employees. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. YCH shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which the employee qualifies.

1. Order of Layoff: Layoffs shall be made by classification within a department. Within each affected classification in a department, all extra-help employees shall be laid off before any provisional employees. All provisional employees shall be laid off before any limited-term employees. All limited-term employees shall be laid off before any probationary employees. All part-time probationary employees shall be laid off before any full-time probationary employees. All probationary employees shall be laid off before any permanent employees. All part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories employees shall be laid off in the inverse order of seniority.
2. Seniority: The seniority date of an employee for purposes of layoff and rehire shall be based upon the first day of paid service. A break in employment shall result in the acquisition of a new seniority date. Any employee laid off again after acquiring permanent status shall, after reinstatement, regain the seniority s/he possessed at the time of layoff. Periods of approved absences in paid status shall be credited as continuous Housing Authority employment.

3. Ties in Seniority:

- a. If the seniority of two or more persons in the affected classification within a department in the same category is identical, seniority within the classification shall be determinative.
- b. If the seniority of two or more persons in the affected classification within a department in the same category and seniority within the classification are identical, seniority in the department shall be determinative.
- c. If a tie in seniority still exists, the order of seniority shall be determined by lot.

4. Bumping:

- a. Any employee designated to be laid off may bump into the same or any lower classification in his/her current series. If the employee has previously held permanent status in another position or positions in the Housing Authority, s/he may bump back to the last previously held position, provided it has not been abolished and the qualifications have not changed. An employee who cannot bump into his/her last held position because of lack of seniority over the incumbent or other reasons may then bump into the position s/he held prior to that time. An employee who has previously held more than one position in the Housing Authority shall bump back in sequence from the most recent to the earliest position held.
- b. Notwithstanding the provisions of Section paragraph 4 above, an employee may exercise the bumping rights provided therein only on condition that the employee:
  - 1. has more Housing Authority-wide seniority than the employee to be displaced;
  - 2. is willing to accept the reduced compensation level;
  - 3. meets the minimum qualification for the lower class, as determined by the Chief Executive Officer; and
  - 4. requests displacement action in writing to the Chief Executive Officer within five (5) days after receipt of the notification of layoff.

- c. Notwithstanding the above,
  - 1. Part-time employees shall not have the right to bump full-time employees.
  - 2. If an employee is bumped, the employee shall be laid off in the same manner as an employee whose position has been abolished.
  - 3. Any employee displaced as a result of bumping shall, in addition to the bumping rights described above, have the right to be placed in any vacant position in the Housing Authority for which, as determined by the Chief Executive Officer, s/he may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.
  - 4. Employees in the general unit may not bump into positions outside of the general unit, and employees cannot bump into a position in a higher wages range.
- 5. Notice of Layoff:
  - a. The employee shall be given written notice of layoff by the Chief Executive Officer at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a form to assert displacement rights, and any information required by Unemployment Insurance Code § 1089 and 22 CCR section 1089-1.
  - b. An employee who, has been notified of his/her impending layoff shall be granted up to forty-eight (48) hours released time without a loss of pay or benefits, through prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may request scheduling of accrued vacation or compensatory time off for this purpose once notice is given to the employee.
- 6. Health Insurance: An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost, as provided by COBRA, provided that the insurance policy involved allows such continuance. It is the employee's responsibility to make mutually agreeable arrangements for such coverage with the Housing Authority's Resource Administration
- 7. Preferential Rehire Rights:

- a. For a period of eighteen (18) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the reemployment list for their class at the time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class, in order of seniority, provided s/he is qualified and available for this position.
  - b. A permanent employee who has been laid off may request in writing that his/her name be placed on the reemployment list for a lower class in his/her current series, also for a period of eighteen months.
  - c. Any employee who has held permanent status with the Housing Authority, who has been laid off, regardless of whether or not the person is currently serving a promotional probationary period, may request that his/her name be placed on the reemployment list for a classification s/he previously held in the Housing Authority, provided that such classification was held prior to the effective date of layoff.
  - d. Permanent employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of eighteen (18) months after their effective layoff date.
  - e. Preferential rehire status cannot be revoked. However, if the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. It is the responsibility of each laid-off employee to maintain current contact information with YCH in the event of a change of address or telephone number. Active placement efforts must resume if the person later indicates availability in the eighteen (18) month preferential rehire period. Also, if the person declines three (3) job offers, the person's name may be removed from the rehire list.
  - f. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. The employee's status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.
8. Affected Positions: At the time notices of layoff are sent to employees, the Housing Authority shall post a list of all Housing Authority employees in departments affected, arranged by classification and seniority date, in the



Administrative Office. Such a list for the affected department shall also be posted in the department. An employee shall be entitled to obtain, on request, a similar list for positions s/he previously held in other departments of the Housing Authority, but such list may contain only the names and seniority dates of employees in that classification in that department.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance is any dispute between (a) the parties, or (b) the Housing Authority and an employee or employees in the general bargaining unit with respect to a claim of violation of one or more specific provisions of this Agreement that adversely affects the claimant grievant. The Articles on Disciplinary Action and Housing Authority Rights are not subject to this grievance procedure. This grievance procedure is not applicable to probationary employees.

### **B. Intent**

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits for the initiation of a grievance after the alleged violation of this Agreement, time limits between steps of the grievance procedure, and time limits for answers at the steps of the procedure. Any grievance not initiated or pursued by the Union or aggrieved employee, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by the Housing Authority, unless the time limit is extended by written agreement of both parties. Failure of the Housing Authority to respond in a timely manner at any step shall entitle the grievant to proceed to the next step in the procedure. This procedure shall be the exclusive procedure for adjustment of grievances for all employees in the bargaining unit.

### **C. Procedure**

Grievances will be processed in the following manner and within the stated time limits.

### **D. Informal Grievance**

The aggrieved employee or group of employees or a representative of the Union(if the Union is the grievant) shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within twenty (20) calendar days after the grievant knew or should have known of the act or omission constituting the grievable event but in no event more than forty- five (45) calendar days after the act or omission. The supervisor shall give his/her oral answer within twenty (20) calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1

1. If the grievance is not resolved under Section D, it may be reduced to writing on the Housing Authority's form setting forth the following:
  - a. Name of grievant;
  - b. Class title;
  - c. Department;
  - d. Grievant's mailing address;
  - e. A clear statement of the nature of the grievance, citing the applicable section of this Agreement alleged to have been violated and all pertinent facts;
  - f. The date upon which the alleged grievance occurred;
  - g. The proposed solution to the grievance;
  - h. The date of execution of the grievance form;
  - i. The date of presentation of the informal grievance and the name of the person to whom it was presented.
  - j. The signature of the grievant; and
  - k. The name and signature of the grievant's representative, if any. A grievance without all of the information set forth above shall not be processed.
2. The written formal grievance must be presented to the employee's Department Head within ten (10) calendar days after the supervisor's answer under Section D, above, or, if no timely answer was given, within ten (10) calendar days after the deadline for such an answer. The Department Head may meet with the grievant, but in any case shall render a written decision within fifteen (15) calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2

If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the Chief Executive Officer within ten (10) calendar days after the grievant's receipt of the Step 1 written answer, or if no timely Step 1 written answer is received, within ten (10) calendar days after the deadline for such an answer. The Chief Executive Officer

shall investigate the grievance in such manner as s/he deems proper and may meet with the aggrieved employee and/or the Union representative in an attempt to resolve the grievance. The Chief Executive Officer shall then render a written decision on the grievance within twenty (20) calendar days after receiving the written grievance from Step 1.

G. Formal Grievance - Step 3

1. If the grievance is not satisfactorily resolved at Step 2, the Union may, within ten (10) calendar days after delivery of the Step 2 decision, request a hearing by a hearing officer to be agreed upon by the Union and the Chief Executive Officer from a list supplied by the State Mediation and Conciliation Service. The request for a hearing shall be made in writing to the Chief Executive Officer who shall notify the hearing officer or Office of Administrative Hearings (see Section G.2, below) of the request. The hearing officer or Office of Administrative Hearings shall then schedule the hearing taking into account the availability of all the parties.
2. If the parties do not agree on a hearing officer within fifteen (15) calendar days after the parties' receipt of the list from the State Mediation and Conciliation Service, the matter shall be heard by an administrative law judge from the State Office of Administrative Hearings.
3. The hearing officer or administrative law judge (hereinafter "the Arbitrator") shall conduct the hearing, and shall render a written decision containing findings of fact and determinations on issues. A copy of the decision shall be served upon the grievant and any Union representative. The decision shall be final and binding upon the employee, the Union, and the Housing Authority.

H. Miscellaneous

1. The Union and the Housing Authority shall each pay one-half (1/2) the fees and costs of the Arbitrator and any transcript or reporter fees and costs.
2. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.
3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor

shall s/he consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of this Agreement. The Arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

4. No decision or award rendered by the Arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the ten (10) day period specified in Step 1 of the grievance procedure. The Arbitrator shall have no power to render a decision or award on any grievance occurring before or after the term of this Agreement.
5. Processing and discussing the merits of an-asserted grievance shall not constitute a waiver by the Housing Authority of a defense that the dispute is not grievable.
6. The Arbitrator may hear and determine only one (1) grievance at a time unless the Chief Executive Officer expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
7. Motions to Dismiss  
  
If the Chief Executive Officer claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon by the Arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Chief Executive Officer may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits.
8. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure above set forth, and which are not excluded from arbitration by other provisions of this agreement.
9. Neither the Housing Authority nor the Union shall take any reprisal against any employee for his/her participation in the grievance procedure

## **ARTICLE XV DISCIPLINARY PROCEDURE**

A. Purpose

1. To provide the Housing Authority and bargaining unit members with permanent status an appropriate procedure for processing disciplinary actions and to insure that such employees are provided the rights to which they are entitled under the Constitutions of the United States and the State of California, and any applicable State and Federal laws.
2. To specify the procedure for notice, response meetings, and formal hearings on appeal after disciplinary action.

B. Definitions

1. Disciplinary Action: Dismissal, demotion, reduction of pay in class, or suspension without pay of a permanent employee for cause.
2. Parties: The affected employee and the Housing Authority.
3. Days: Calendar days, unless otherwise stated.
4. Response Meeting: Informal meeting at which the employee has an opportunity to respond to charges prior to disciplinary action.
5. Hearing: Formal hearing held due to appeal of employee from disciplinary action taken by the Chief Executive Officer.
6. Notice: Notice shall be given by personal delivery or by certified mail.

C. Exclusive Procedure

This procedure shall be the exclusive procedure for taking disciplinary action against bargaining unit employees with permanent status and for appealing those actions.

D. Notice Of Proposed Disciplinary Action

1. Employees shall be given written notice of a proposed disciplinary action at least ten (10) working days in advance of the date the action is proposed to be taken.
2. The notice of proposed disciplinary action shall contain the following:
  - a. The specific disciplinary action proposed to be initiated;
  - b. The causes for the action and factual charges for the proposed action, including any rule, regulation, ordinance, or statute alleged to have been violated;
  - c. A statement that the employee is entitled to an opportunity to respond to the charges (orally or in writing or both, personally or with a Union representative) to the Chief Executive Officer or a person designated

by the Chief Executive Officer; and

- d. A statement that if no timely written response or personal response is received by the Chief Executive Officer or a person designated by the Chief Executive Officer, the Chief Executive Officer may order the proposed action into effect.
3. The notice of proposed disciplinary action shall be accompanied by either copies of the material on which the charges and proposal are based, or if the materials are too voluminous to copy easily, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.
  - a. The employee may copy and inspect all materials designated as the basis for the charges and proposed disciplinary action.
  - b. The employee may copy and inspect his/her personnel file upon reasonable request to the Chief Executive Officer or his/her designee and at such time as the Chief Executive Officer or his/her designee shall set.
  - c. The employee may copy and inspect other Housing Authority records which the employee generated in his/her job.
4. If, during the ten (10) working-day period after service of the notice of proposed disciplinary action, the employee does not deliver a written response to the Chief Executive Officer or meet with the person designated by the Chief Executive Officer and respond to the charges, the Chief Executive Officer may order the proposed action into effect immediately.
5. If the employee requests an opportunity to respond, the Chief Executive Officer shall give the employee at least three (3) workdays prior written notice of the time and place of the meeting (preferably at the main offices of the Housing Authority), at which time the employee may respond. The meeting shall be held within the ten (10) day period described in paragraph 4 above, if practicable. If a meeting is scheduled after the ten (10) day period, the Chief Executive Officer shall not take the final action until the conclusion of the response meeting, except as otherwise provided in this article.

E. Response To Notice Of Proposed Disciplinary Action; Meeting

1. At the time and place set for the response meeting, the employee may respond orally or in writing, alone or with a Union representative.
2. The employee shall not be entitled to call witnesses, shall answer all questions asked by the Chief Executive Officer or his/her designee, and shall provide any other information or documents requested.

3. At the meeting, the Chief Executive Officer or his/her designee may consider information contained in the proposed charges as well as information presented by the employee or his/her Union representative. If new information relating to new charges is introduced, or if a theory constituting a new ground or occurrence as a basis for discipline is introduced, the employee may request a reasonable continuance to copy materials and respond to these new matters.
4. After the response meeting, the Chief Executive Officer shall determine whether or not to issue a Notice of Disciplinary Action.

F. Causes: In addition to any causes provided for by statute or by policy or regulation of the Housing Authority, each of the following constitutes cause for disciplinary action against a permanent employee:

1. Falsifying or altering any information supplied to the Housing Authority, including but not limited to information supplied on application forms, employment records, or any other Housing Authority records.
2. Incompetency or unsatisfactory performance.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Drunkenness on duty or being under the influence of alcohol on duty.
8. Intemperance.
9. Use of controlled substances or being under the influence of a controlled substance on duty.
10. Absence without leave.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge or a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
12. Immoral conduct.
13. Improper political activity.

14. Willful disobedience.
15. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
16. Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical handicap, marital status, sex, age, or sexual orientation against another employee or against a member of the public while acting in the capacity of a Housing Authority employee.
17. Misrepresentation or concealment of any fact in connection with obtaining employment.
18. Abuse of illness or leave privileges.
19. Misappropriation of Housing Authority funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Board Commissioner, unrepresented employees, or managers, confidential unit employees, or general unit employees.
21. For employees who drive a vehicle in the course of their employment:
  - a. Failure to maintain a good personal or business driving record;
  - b. Failure to satisfy the insurability requirements of the Housing Authority's insurance carrier under Housing Authority policies. The Housing Authority's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
  - c. Failure to maintain a valid California driver's license in full force and effect preventing the operation of those vehicles that the employee must drive in the course of employment.
  - d. Driving a motor vehicle while the employee is under the influence of alcohol or drugs.
22. Falsifying any information supplied to the Housing Authority such as work time sheets, requests for reimbursements, or any other Housing Authority records.
23. Refusal or failure to submit to an examination by a licensed physician when directed to do so by the Chief Executive Officer based upon reasonable suspicion of abuse of leave privileges, of use of alcohol or drugs, or reasonable concern about fitness for duty.
24. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the Housing Authority or the person's employment.



G. Initiation and Notification Of Charges

1. The Chief Executive Officer may initiate disciplinary action as defined herein against a permanent full-time or part-time employee.
2. In all cases involving disciplinary action, the Chief Executive Officer shall serve on the employee a written Notice Of Disciplinary Action either personally or by certified mail, at the employee's last known address. A copy shall be mailed to the Union. The Notice shall include:
  - a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay in class, discharge);
  - b. A statement of the cause or causes for the disciplinary action, as set forth in paragraph F, above;
  - c. A statement of the specific acts or omissions upon which the causes are based; and
  - d. A statement of the employee's right to appeal from the disciplinary action and the manner and time within which the appeal must be filed.

H.. Right To Appeal

1. Within ten (10) calendar days after receiving a Notice of Disciplinary Action described above, the employee may appeal in writing. Any written document signed, dated, and appropriately filed within the specified time limit by the employee shall constitute a sufficient appeal. An appeal is filed only by delivering the written appeal to the office of the Chief Executive Officer during normal work hours of that office. An appeal may be mailed to the office of the Chief Executive Officer but must be received or postmarked no later than the time limit stated herein.
2. The appeal shall contain a statement of the specific grounds and reasons for the appeal and a copy of any materials upon which the employee intends to rely in the appeal.
3. If the employee fails to file an appeal within the time specified, s/he shall be deemed to have waived his/her right to appeal.

I. Amended/Supplemental Charges

At any time before a final decision on appeal, the Chief Executive Officer may serve on the employee an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or

allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

J. Proceedings On Appeal

1. The Chief Executive Officer shall, within fifteen (15) calendar days, set a date for the hearing which shall be held within thirty (30) days of the date the appeal is received by the Chief Executive Officer, subject to the availability of an agreed-upon hearing officer. These time limits may be extended by the mutual written agreement of the parties. If the parties do not agree on the hearing officer within seven (7) calendar days of the receipt of the appeal, the hearing shall be conducted by an administrative law judge from the State Office of Administrative Hearings. The costs of the hearing officer or administrative law judge (hereinafter "the Arbitrator"), the court reporter, and of providing a record (transcript) of the hearing shall be divided equally between the Union and the Housing Authority.
2. Any appeal from disciplinary action must be made through this procedure. The grievance procedure shall not apply to contest the validity of any disciplinary action or any alleged contract violation related to any disciplinary action.
3. At least five (5) working days prior to the hearing, each party shall serve a list of witnesses and copies of all intended exhibits on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Arbitrator.
4. The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the Arbitrator and the availability of counsel and witnesses. The hearing shall be a private hearing.
5. The employee may be represented by the Union, or if the employee chooses not to be represented by the Union, the employee may be self-represented. The employee has the further right to pay for and retain independent counsel for representation at the hearing.
6. The employee shall be entitled to appear personally at the hearing and produce evidence.
7. The Union shall have the right to attend the hearing if the Union is not chosen by the employee as his/her representative.
8. The Housing Authority may also be represented by counsel.
9. At the hearing, the Housing Authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing facts by a preponderance of the evidence. The Arbitrator shall administer oaths and take official notice of facts as

- authorized by law.
10. Oral evidence shall be taken only on oath or affirmation.
  11. A court reporter shall take a transcript of the hearing.
  12. The Arbitrator may consider the records of any prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the hearing.
  13. Each party may call and examine witnesses; introduce exhibits; cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; impeach any witness; and rebut evidence. The employee-appellant may be called and examined as if under cross-examination.
  14. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient alone to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
  15.
    - a. Following the hearing, the Arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies, or sets aside the order of disciplinary action imposed by the Chief Executive Officer.
    - b. If good cause for discipline is found, the Arbitrator shall not modify the action imposed by the Chief Executive Officer unless the Arbitrator determines that the discipline imposed by the appointing authority constitutes an abuse of discretion as a matter of law.
  16. The decision of the Arbitrator shall be final and binding.
  17. The Housing Authority agrees that employees shall not suffer loss of compensation for time during work hours spent as a witness at any hearing held pursuant to this Article. The employee and the Union agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

## **ARTICLE XVI MISCELLANEOUS**

### **A. Discrimination**

The Housing Authority and the Union agree not to unlawfully discriminate against any employee on the basis of Union membership or non-membership or on the basis of Union activity protected under the California Meyers-Miliias-Brown Act.

### **B. Savings**

If any part of this Agreement is found by a court of competent jurisdiction to be illegal, such illegality shall not in any way invalidate any other parts of this Agreement.

### **C. Concerted Activities And Lockouts**

For the duration of this Agreement and any good faith negotiations to create a successor Agreement, the Union and its members agree that they, and each of them, shall not call, sanction, or engage in any strike (including sympathy strike), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against the Housing Authority which would involve suspension of or interference with the normal work of the Housing Authority, and the Housing Authority shall not cause or engage in any lockout of bargaining unit members. In the event that bargaining unit members participate in any such activity, the Union shall notify them to cease and desist from such activity and instruct them to return to their normal duties.

### **D. Driver License And Insurability**

1. Current practices regarding the use of personal vehicles for YCH business by employees shall continue unchanged. An employee may be required as a condition of employment to provide a personal vehicle for YCH business.
2. An employee who is authorized to drive an YCH vehicle or personal vehicle in the course of his/her employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.
3. In addition, an employee who is authorized to drive a YCH vehicle in the course of his/her employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to YCH's insurance

rates. Failure to do so will necessitate that the employee provide their personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the employee payment of the increased insurance charges.

4. The employee shall notify his/her supervisor of the loss, suspension, or cancellation of his/her driver's license on the first working day following such loss.

E. Retirement Contributions To PERS

1. The Housing Authority shall pay the employer share of the PERS contribution
2. Employees shall pay the entire share of their contribution to PERS, up to seven percent (7.0%) for employees. Employee contributions shall be made on a pretax basis as provided for under IRS Code Section 414(h).3. The parties agree to renegotiate in good faith the amount of the employee share of PERS contribution, if any, paid by employees during negotiations for any subsequent agreement.
3. The parties agree that the Housing Authority will comply with the Public Employees Pension Reform Act of 2013 (Cal. Government Code §§7500, et seq.) with respect to pension formulas and contributions with respect to all new and current employees.

F. Term of Agreement

1. This Agreement shall remain in full force and effect from upon final ratification of this Agreement by both parties. In the event that after January 1, 2018, changes to the state or federal funding of the Housing Authority or to the state or federal budget dealing with funds directed to the Housing Authority results in a situation in which additional cuts to the Housing Authority budget for the fiscal year covered by the term of this MOU, the parties agree that if requested by the Housing Authority the parties shall reopen negotiations to negotiate in good faith over steps to address the new budgetary shortfall caused by state or federal actions or budget issues.
2. The provisions of this Agreement have been implemented in good faith by the parties as of the effective date stated above and shall be effective on the effective date stated above except as otherwise specifically provided.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 856

HOUSING AUTHORITY OF THE  
COUNTY OF YOLO

By \_\_\_\_\_  
Kenneth Akins  
Lead Negotiator

By \_\_\_\_\_  
Lisa A. Baker  
Lead Negotiator

By \_\_\_\_\_  
Maria Peña  
Shop Steward

By \_\_\_\_\_  
Hope P. Welton  
Agency Counsel

By \_\_\_\_\_  
Peter Finn, Secretary/Treasurer  
Teamsters Local 856

Approved by Final Determination of the Yolo County Housing Commission on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mark Johannessen, Chair  
Yolo County Housing Commission  
Housing Authority of the County of Yolo  
Approved as to Form:

By \_\_\_\_\_  
Hope P. Welton, Agency Counsel

Attest:  
Julie Dachtler, Deputy Clerk  
Board of Commissioners of the  
Housing Authority of the County of Yolo

By \_\_\_\_\_  
Deputy

**Yolo County Housing**

**13.**

**Meeting Date:** 07/26/2017

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**Information**

**SUBJECT**

Review, Approve and Adopt Resolution Adopting New Debt Policy for YCH (Gillette and Baker)

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**Attachments**

Staff Report

Att. A. Debt Policy

Att. B. Resolution

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**Form Review**

Form Started By: Julie Dachtler  
Final Approval Date: 07/21/2017

Started On: 07/21/2017 09:57 AM



DATE: July 26, 2017  
TO: YCH Housing Commission  
FROM: Lisa A. Baker, CEO  
James D. Gillette, Finance Director

**SUBJECT: Review Policy and Execute Resolution Adopting the New Debt Policy**

**RECOMMENDED ACTIONS:**

That the Housing Commission review the attached debt policy and execute the attached resolution adopting said policy.

**BACKGROUND / DISCUSSION:**

The California Legislature created the California Debt and Investment Advisory Commission (CDIAC) in 1981 for the primary purpose of collecting, maintaining, and providing comprehensive information on all State and local debt obligations. The statutes, particularly California Government Code sections 8855(i) and 8855(j) provide a framework and authority for this work.

Effective January 1, 2017, the CDIAC requires that issuers of government debt recognize their responsibility to maintain fiscally prudent policies that will help maintain a sound financial position with sufficient flexibility to respond to changes in future service priorities, revenue levels, and operating expenses in order to protect both current and future taxpayers, ratepayers, and constituents of YCH.

The attached policy is intended to comply with these CDIAC requirements and may be amended by the Board of Commissioners, from time to time, as it deems necessary.

**FISCAL IMPACT:**

This policy is a clarification of the existing conservative approach that YCH has historically taken with respect to utilizing debt to provide funding for various operational and capital improvement needs. Therefore, any fiscal impact from adopting this policy would be nominal.

**CONCLUSION:**



Staff recommends that the Housing Commission review the attached debt policy and execute the attached resolution adopting said policy.

**Attachments:**      Debt Management Policy  
                             Resolution Adopting Debt Management Policy

## **HOUSING AUTHORITY OF THE COUNTY OF YOLO DEBT MANAGEMENT POLICY**

This Debt Management Policy (the “Debt Policy”) of the HOUSING AUTHORITY OF THE COUNTY OF YOLO (the “Issuer”) was approved by the Issuer’s Board of Commissioners on June 28, 2017, pursuant to Resolution No. \_\_\_\_\_. The Debt Policy may be amended by the Housing Commission as it deems appropriate from time to time in the prudent management of the debt of the Issuer.

### **1. Findings**

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the Issuer.

The Issuer hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the Issuer’s sound financial position.
- Ensure the Issuer has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Issuer’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Issuer.
- Ensure that the Issuer’s debt is consistent with the Issuer’s planning goals and objectives and capital improvement program or budget, as applicable.

### **2. Policies**

#### **A. Purposes For Which Debt May Be Issued**

(i) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the Issuer.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Issuer.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The Issuer may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the Housing Commission.

- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
- The Issuer estimates that sufficient revenues will be available to service the debt through its maturity.
- The Issuer determines that the issuance of the debt will comply with applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the Issuer's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Issuer may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The Issuer may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Issuer. In such cases, the Issuer shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

## **B. Types of Debt**

The following types of debt are allowable under this Debt Policy:

- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- other revenue bonds and certificates of participation
- tax and revenue anticipation notes
- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- tax increment financing to the extent permitted under state law
- conduit financings, such as financings for affordable rental housing and qualified 501c3 organizations

The Issuer may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy so long as other provisions of this Debt Policy are met.

Debt shall be issued as fixed rate debt unless the Issuer makes a specific determination as to why a variable rate issue would be beneficial to the Issuer in a specific circumstance.

## **C. Relationship of Debt to Capital Improvement Program and Budget**

The Issuer is committed to long-term capital planning. The Issuer intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in

the Issuer's capital budget and the capital improvement plan.

The Issuer shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Issuer shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Issuer's public purposes.

The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The Issuer shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

#### **D. Policy Goals Related to Planning Goals and Objectives**

The Issuer is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Issuer intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Issuer's annual operations budget.

It is a policy goal of the Issuer to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The Issuer will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the Issuer to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

#### **E. Internal Control Procedures**

When issuing debt, in addition to complying with the terms of this Debt Policy, the Issuer shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The Issuer will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and

- the Issuer's investment policies as they relate to the investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the Issuer upon the submission of one or more written requisitions, or (b) by the Issuer, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Issuer.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE HOUSING COMMISSION OF THE  
HOUSING AUTHORITY OF THE COUNTY OF YOLO  
ADOPTING DEBT POLICY**

**WHEREAS**, California Government Code Section 8855(i), effective as of January 1, 2017, requires that issuers of state or local government indebtedness adopt debt policies which include specific provisions concerning the use of indebtedness; and

**WHEREAS**, the Housing Authority of the County of Yolo (the "Authority") expects to issue indebtedness and to comply with Government Code Section 8855(i);

**NOW, THEREFORE, THE HOUSING COMMISSION OF THE HOUSING AUTHORITY OF THE COUNTY OF YOLO DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Debt Management Policy in the form on file with the Secretary is hereby approved and adopted for the purpose of establishing debt policies.

**Section 3.** This resolution shall take effect on and after its adoption

PASSED AND ADOPTED, by the Housing Commission of the Housing Authority of the County of Yolo, State of California, this 26th day of July, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Mark Johannessen, Chair, Housing Commission of the  
Housing Authority of the County of Yolo

APPROVED AS TO FORM:

By: \_\_\_\_\_

Hope P. Welton, Agency Counsel

Attest:

Julie Dachtler, Agency Clerk

Housing Commission of the

Housing Authority of the County of Yolo

By: \_\_\_\_\_